



WENATCHEE CITY COUNCIL
Thursday, February 23, 2017
Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

AGENDA

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call.

2. Consent Items:

- Motion to approve agenda, vouchers, and minutes from previous meetings.

Vouchers:

Claim checks #180710 through #180766 in the amount of \$170,688.95 for February 9, 2017

Claim checks #180767 through #180769 in the amount of \$429.16 for February 10, 2017

Payroll distribution in the amount of \$278,710.00 for February 17, 2017

3. Citizen Requests/Comments.

The "Citizen Comments" period is to provide the opportunity for members of the public to address the Council on items either not on the agenda or not listed as a public hearing. The Mayor will ask if there are any citizens wishing to address the Council. When recognized, please step up to the microphone, give your name and mailing address, and state the matter of your interest. If your interest is an agenda item, the Mayor may suggest that your comments wait until that time. Citizen comments will be limited to three minutes.

4. Presentations.

- World Spay Day Proclamation
- St. Patrick's Day Parade Request

5. Action Items.

- A. City of Wenatchee Continuity of Government and Operations Plan (COG/COOP)
Presented by Chelan County Emergency Management

Motion for City Council approval of the City of Wenatchee Continuity of Government and Operations Plan (COG/COOP) as a supporting planning and preparedness document to complement the existing 2014 Chelan County Comprehensive Emergency Management Plan (CEMP).

- B. Kiwanis Methow Park Project Agreement
Presented by Parks, Recreation & Cultural Services Director David Erickson

Motion for City Council to approve the revised Kiwanis Methow Park Project Agreement with the Trust for Public Land and authorize the Mayor to sign the agreement.

- C. Lease Between City of Wenatchee and North Central Washington Behavioral Health for Parkside Place
Presented by Executive Services Director Allison Williams

Motion for City Council to authorize the Mayor's signature on the lease between the City of Wenatchee and North Central Washington Behavioral Health for Parkside Place.

- D. Termination and Release of Lease for Parkside Place
Presented by Executive Services Director Allison Williams

Motion for City Council to authorize the Mayor's signature on the Termination and Release of Lease with the Chelan-Douglas Regional Support Network/Douglas County for Parkside Place.

- E. Lease Amendment No. 3 with the Women's Resource Center for Parkside Place
Presented by Executive Services Director Allison Williams

Motion for City Council to authorize the Mayor's signature on Lease Amendment No. 3 with the Women's Resource Center of North Central Washington for Parkside Place.

6. Reports.

- a. Mayor's Report
- b. Reports/New Business of Council Committees

7. Announcements.

8. Adjournment.



WENATCHEE CITY COUNCIL MEETING

Thursday, February 9, 2017

Wenatchee City Hall
129 South Chelan
Wenatchee, WA 98801

DRAFT

MINUTES

In attendance:

Mayor Frank Kuntz
Councilmember Jim Bailey
Councilmember Ruth Esparza
Councilmember Lyle Markhart
Councilmember Keith Huffaker
Councilmember Mark Kulaas
Councilmember Linda Herald
Councilmember Mike Poirier

Staff in attendance:

Executive Services Director Allison Williams
City Attorney Steve Smith
City Clerk Tammy Stanger
IS Support Tim McCord
Public Works Director Matt Leonard
Environmental Manager Jessica Shaw
Senior Engineer – Utilities Jeremy Hoover
Finance Director Brad Posenjak
Accountant Deanne McDaniel
Parks & Recreation Director David Erickson
Associate Planner Matt Parsons
Senior Planner John Ajax
Community & Economic Development Director Steve King
City Engineer Gary Owen

4:00 p.m. Special Meeting

Mayor Frank J. Kuntz called the special meeting to order at 4:00 p.m. The absence of Councilmember Jim Bailey was noted for the record.

- Sewer Comprehensive Plan Presentation

Public Works Director Matt Leonard, Adam Miller of Gray & Osborne, and Gordon Wilson of FCS Group (via phone), presented the 2017 Sewer Capital Program and Financial Plan, which included the current package of capital improvement projects and the financial analysis (including the sewer extension program). The next steps include finalizing the financial analysis, providing the draft Sewer Comprehensive Plan to city staff, city review, an upcoming public open house, and City Council work session. Finalization of the plan and request for adoption is expected in March and then it will be provided to the Department of Ecology for review.

The City Council asked questions and raised concerns with current minimum densities in the Sunnyslope area, and are hopeful in working with the County to have the sewer extension plan in place to benefit everyone.

Councilmember Jim Bailey arrived to the meeting.

5:00 p.m. Executive Session

At 5:00 p.m. the Mayor called the meeting to order for an executive session. All Councilmembers were present.

Executive session to discuss with legal counsel representing the agency matters relating potential litigation to which the agency is likely to become a party, when public knowledge regarding the discussion is likely to result in an adverse legal or financial consequence to the agency. RCW 42.30.110(1)(i).

Motion to convene in executive session with legal counsel present for a time period not to exceed 15 minutes by Councilmember Keith Huffaker. Councilmember Jim Bailey seconded the motion. Motion carried (7-0).

Council adjourned from executive session at 5:15 p.m.

5:15 p.m. Regular Meeting

1. Call to Order, Pledge of Allegiance, and Roll Call.

The Mayor called the regular meeting to order at 5:16 p.m. Councilmember Mark Kulaas led the Pledge of Allegiance. The excused absences of Councilmember Linda Herald and Councilmember Mike Poirier were noted for the record.

2. Consent Items:

- Motion to approve agenda, vouchers, and minutes from previous meetings.

Motion to approve the consent items by Councilmember Keith Huffaker. Councilmember Jim Bailey seconded the motion. Motion carried (5-0).

3. Citizen Requests/Comments.

Emily Gale, Carrie Moody, Paula Arno Martinez, and Ashley Olson, on behalf of the City of Wenatchee's Diversity Advisory Council read a statement in opposition to the President's Executive Orders to the City Council. A copy of the statement is on file with the City Clerk's office.

4. Presentations.

None.

5. Action Items.

A. Sage Hills Gateway Acquisition Purchase and Sale Agreement

Parks & Recreation Director David Erickson presented the staff report. Council asked questions.

Motion to authorize the Mayor to sign the agreement with the Chelan Douglas Land Trust for the Sage Hills Gateway Project.

Motion to approve by Councilmember Jim Bailey. Councilmember Lyle Markhart seconded the motion. Motion carried (5-0).

Resolution No. 2017-13, authorizing the Mayor to sign a real estate purchase and sale agreement with the Chelan-Douglas Land Trust for the Sage Hills Gateway properties.

Motion to approve by Councilmember Jim Bailey. Councilmember Mark Kulaas seconded the motion. Motion carried (5-0).

B. Hale Park Phase One Construction Agreement

Parks & Recreation Director David Erickson presented the staff report. Council asked questions.

Motion for City Council to authorize the Mayor to sign a standard construction agreement with Selland Construction in the amount of \$554,641.61 for the construction of the Hale Park Phase One Project.

Motion to approve by Councilmember Ruth Esparza. Councilmember Keith Huffaker seconded the motion. Motion carried (5-0).

C. Saddle Rock Gateway Construction

Parks & Recreation Director David Erickson presented the staff report. Council asked questions.

Motion for City Council to authorize the Mayor to sign a standard construction contract with Hurst Construction in the amount of \$762,632.75 for construction of the first phase of the Saddle Rock Gateway Project.

Motion to approve by Councilmember Keith Huffaker. Councilmember Jim Bailey seconded the motion. Motion carried (5-0).

D. Memorandum of Understanding with the Association of Washington Cities for the Participatory Leadership Pilot Project

Executive Services Director Allison Williams presented the staff report. Council asked questions.

Motion for City Council to approve and authorize the Mayor to sign the Memorandum of Understanding with the Association of Washington Cities Participatory Leadership Pilot Project.

Motion to approve by Councilmember Ruth Esparza. Councilmember Lyle Markhart seconded the motion. Motion carried (5-0).

E. Lodging Tax Recommendations/Wenatchee Valley Chamber of Commerce Municipal Services Agreement for Tourism Marketing

Executive Services Director Allison Williams presented the staff report. Council asked questions. Wenatchee Valley Chamber of Commerce Marketing Director Jerri Barkley was also present.

Motion for City Council to approve the Mayor's signature on a one year Municipal Services Agreement with the Wenatchee Valley Chamber of Commerce to carry out the regional tourism marketing effort on behalf of the City of Wenatchee, and authorize staff to carry out improvements at the Wenatchee Convention Center through an interfund loan.

Motion to approve by Councilmember Mark Kulaas. Councilmember Jim Bailey seconded the motion. Motion carried (5-0).

F. 2016-2017 Homeless Grant Changes

Community & Economic Development Director Steve King presented the staff report. Council asked questions.

Motion for City Council to accept the Homeless Steering Committee's recommendations outlined above and authorize the Mayor to:

- 1. Amend the City's CHG agreement and subsequent sub grants to support funding adjustments to existing coordinated entry grants.*
- 2. Amend the Parkside sub grant agreement with Women's Resource Center to allow a funding transfer between existing budget line items.*

Motion to approve by Councilmember Jim Bailey. Councilmember Lyle Markhart seconded the motion. Motion carried (5-0).

6. Public Hearings.

The Mayor called the public hearing to order and explained the public hearing process.

G. Grace City Church Annexation

Associate Planner Matt Parsons presented the staff report. Council asked questions.

Ordinance No. 2017-04, providing for the annexation of property in the vicinity of Melody Lane and Alvista Place, subject to the provisions of Ordinance No. 2007-34 and all subsequent amendments thereto.

The Mayor asked if there was anyone from the public who wished to comment. There was no one who wished to speak. He then turned the matter back to the Council for action.

Motion to approve by Councilmember Mark Kulaas. Councilmember Keith Huffaker seconded the motion. Motion carried (5-0).

H. Amendment of the Multi-Family Tax Exemption Program – Residential Target Area

Senior Planner John Ajax presented the staff report. Council asked questions.

Ordinance No. 2017-01, amending Ordinance No. 2008-23, and any amendments thereto, relating to property tax exemptions for multi-family housing improvements in the designated urban center.

The Mayor asked if there was anyone from the public who wished to speak.

Emilka Furmanczyk spoke in favor of the program and said the incentive would help encourage multi-family projects.

With no other comments received, the Mayor then turned the matter back to the Council for action.

Motion to approve by Councilmember Keith Huffaker. Councilmember Ruth Esparza seconded the motion. Motion carried (5-0).

7. Reports.

a. Mayor's Report

The Mayor reported on the following:

- He is monitoring things in Olympia, notably the housing bills, and DDA bill.
- Snowplows in the city have been really busy working hard – it's been great to receive compliments on the good work.

- The island annexation vote is next week on the 14th.
 - Director's meeting next Thursday and work session next week will include the First Street bike lane project, North Wenatchee plan, and complete streets program update.
 - The Planning Commission is holding an open house next Wednesday, February 15, for the comprehensive plan amendments.
- b. Reports/New Business of Council Committees:
- Jim Bailey had planned to attend the RMSA board meeting, but the passes are closed. They are looking at brokerage changes, and have had some staff changes.
 - Ruth Esparza reminded everyone of the WDA annual banquet. She also mentioned that the WDA is looking for sponsors for events this year. They also welcomed two new board members, Freyda Stephens and Mayra Avina. The recent trip to Mexico will be presented at an upcoming work session.
 - Keith Huffaker said the moderate waste facility still has no funding. Solid Waste is planning a collection event for October. He encouraged the Council to participate in the Wenatchee High School project citizen.

8. Announcements.

9. Adjournment. With no further business the meeting adjourned at 6:22 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



**WENATCHEE CITY COUNCIL WORK SESSION
WENATCHEE CITY HALL
Thursday, February 16, 2017
MINUTES**

DRAFT

Present:

Mayor Frank Kuntz
Councilmember Jim Bailey
Councilmember Ruth Esparza
Councilmember Lyle Markhart
Councilmember Keith Huffaker
Councilmember Linda Herald (via teleconference)
Councilmember Mike Poirier

Staff Present:

City Clerk Tammy Stanger
Assistant City Engineer Jennifer Saugen
Community & Economic Development Director Steve King
Public Works Director Matt Leonard
Police Chief Steve Crown
Finance Director Brad Posenjak
City Engineer Gary Owen
Project Engineer Jacob Huylar
Planning Manager Glen DeVries

The Mayor called the work session to order at 5:15 p.m. The excused absence of Councilmember Mark Kulaas was noted for the record. Councilmember Linda Herald participated via teleconference.

PRESENTATIONS/DISCUSSION ITEMS:

A. First Street Bike Lane

Assistant City Engineer Jennifer Saugen and Perteet Consultant Mike Hendrick presented the First Street Bike Way Plan to the Council highlighting the purpose of the study, the summary of the data collected and recommendations. The City Council would like staff to move forward with public outreach for consideration of slowing traffic in the proposed First Street bike corridor, and they also voiced their concern about the loss of some parking between Mission Street and Wenatchee Avenue.

B. North Wenatchee Master Plan

Community & Economic Development Director Steve King presented the updated North Wenatchee Master Plan including redevelopment opportunities, market study results, and development objectives. The Council wants to make sure that the city has a major role in the redevelopment efforts and work closely with any developers for a coordinated effort. The plan will become part of the Comprehensive Plan and staff will bring the final plan to the Council in an upcoming meeting to adopt as a guidance document in the interim.

C. Complete Streets Program

Public Works Director Matt Leonard and City Engineer Gary Owen presented the updated Complete Streets Program. They reviewed the intent, purpose, and policy decisions relating to the complete streets program, went over the complete streets accomplishments for 2016, the City of Wenatchee's Sidewalk Program, reviewed the TIB approved work plan, and asked for feedback from the City Council on overall complete streets implementation and direction on sidewalk and illumination elements of the work plan. They recommended high impact projects for continued grant consideration. High on the Council's recommendation of projects include installing flashing beacons/crossing at Methow and Crawford, including illumination as part of the Lewis & Clark Elementary safe routes to school project, and filling in sidewalk gaps (suggested at Spokane Street between Mission Street and Wenatchee Avenue). The Mission/Stevens gateway beautification project was also highly recommended and it is part of the work plan for 2017.

The meeting adjourned at 7:04 p.m.

Frank J. Kuntz, Mayor

Attest:

Tammy L. Stanger, City Clerk



Chelan County Sheriff's Office

Brian Burnett, Sheriff

Law and Justice Bldg ★ 401 Washington Street #1 ★ Wenatchee, WA 98801
Phone: (509) 667-6851 ★ Fax: (509) 667-6860

To: Mayor Frank Kuntz
City Council Members

RE: City of Wenatchee Continuity of Government and Operations Plan (COG/COOP) Approval

Date: February 23, 2017

Recommended Action Requested:

City Council approval of the City of Wenatchee Continuity of Government and Operations Plan (COG/COOP) as a supporting planning and preparedness document to complement the existing 2014 Chelan County Comprehensive Emergency Management Plan (CEMP).

Background:

The purpose of the City COG/COOP, as a supporting document to the Chelan County CEMP, is to ensure resiliency and continuity of essential functions and critical operations performed by City of Wenatchee government and departments during, or as quickly as possible, following an emergency incident or disaster.

The City of Wenatchee COG/COOP development process was based on national standards and best practices. The document format was based on examples from regional partners in emergency management and used the same templet, format and process used to develop the Chelan County COG/COOP approved by the Chelan County Commissioners in September, 2016.

The Chelan County Department of Emergency Management appreciates the support, input and cooperation from the City departments and divisions through the development process.

Integrity ★ Teamwork ★ Excellence

Jason Mathews
Undersheriff

★ **Dave Helvey** ★
Chief of Special Operations

Rick Johnson ★
Chief of Patrol

★ **Valerie Secrist** ★
Chief Civil Deputy

Jan Brincat
Executive Assistant



City of Wenatchee

Continuity of Government and Operations Plan



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EXECUTIVE SUMMARY

The City of Wenatchee Continuity of Government and Operations Plan (COG/COOP) provides guidance to City employees, enabling essential government responsibilities and department services and operations to continue when there is a disaster or emergency that severely impacts the City's ability to operate as usual.

City department heads have been instrumental in the COG/COOP development process. They have provided the support and cooperation to ensure that public services legal in requirement, mandated by act or regulation, and/or affecting safety and health will continue during, or as quickly as possible, following an emergency incident or disaster.

Mayor Frank Kuntz and the Wenatchee City Council ask each City employee to familiarize themselves with the actions and responsibilities that must be taken to continue City operations and public services to the citizens and residents of the City of Wenatchee during an emergency or disaster.

CITY OF WENATCHEE CONTINUITY OF GOVERNMENT AND OPERATIONS PLAN (COG/COOP)

I. PURPOSE

The purpose of this plan is to ensure the continuity of essential functions and critical operations performed by city government and the city departments during an incident or as quickly as possible following an incident. The objectives are:

- Reduce or mitigate disruptions to the continuous performance of the City's essential services and operations during a disaster or major emergency.
- Reduce the loss of life and minimize property damage and losses.
- Protect critical infrastructure
- Achieve a timely and orderly recovery from an emergency and resume full service to customers as quickly as possible.

II. SITUATION & ASSUMPTIONS

Natural hazards, technological hazards, and human-caused hazards may threaten the functional capability of local government through the potential destruction of or harm to government personnel, facilities, critical systems, resources, and vital records. The extent of disaster damage and disruption is based on general assumptions, such as:

- Most or all departments will be required to move to another location to continue operations and resume services.
- Current resources will not be immediately available at the new location.
- Telephone and cellular communications may be affected by the emergency.
- Transportation may be disrupted. Roads, bridges and other transportation infrastructure damage may limit normal transportation, including the ability of employees to report to work.
- Internet service and network access will not be available for 72 hours or longer, even at the alternate site.

III. ESSENTIAL SERVICES

Following is a list of essential services, by department, to be performed during a COG/COOP incident to ensure continuity of government and operations for the City of Wenatchee. Essential services are considered any service a department is required to perform by law, agreement, or contract and cannot be delayed due to a disaster or major emergency.

1. Mayor

The Mayor is the legislative authority responsible for policy actions or decisions during an emergency or disaster.

- a. Provides overall leadership, direction and control
- b. Proclaims State of Emergency, when necessary,
 - Providing a waiver to normal purchasing policies
 - Allows for requests of outside assistance from county, state, and federal agencies

- c. Transfers budgeted funds to meet emergency needs
 - d. Administer the city operations, carry out City Council policy and negotiate contracts or agreements that implement Council direction.
2. Mayor's office also provides
 - a. Records management (ordinances, resolutions, minutes, contracts, etc.).
 - b. City Council meeting management.
 - c. Public Records Request Officer.
 - d. Public outreach
 3. Police Department
 - a. Department Administration
 - b. Patrol Operations, Public Safety & Security
 - c. Criminal Investigations
 - d. Records management
 - e. Warning & Evacuation
 - f. Emergency Traffic Control
 4. Information Systems Department
 - a. Network and Desktop Services
 - b. Phone Communications
 5. Finance
 - a. Utility billing, banking services, payroll services, and purchase and expenditure accounting.
 - b. Coordinates the accounting of emergency and disaster-related purchases and expenditures.
 - c. Produces and preserves essential records, reports and expenses associated with an emergency or disaster for possible reimbursement.
 6. Public Works Department
 - a. Open and safe roadway access throughout City of Wenatchee
 - b. Provide Utility functions for water, sewer and storm water.
 - c. Emergency response; assistance; communication; coordination
 - Maintaining, preserving, rehabilitating, reconstructing, constructing, designing and inspecting public infrastructure within the City
 - Heavy equipment resources for emergency access, debris removal, and temporary street repairs.
 - Engineering services for damage assessment and emergency contracting to restore critical facilities.
 - Emergency repair of water and wastewater facilities.
 - Fleets and facilities maintenance and repairs.
 7. Human Resources
 - a. Employee relations and management.
 - b. Compensation and benefit administration
 - c. Recruitment, employment, training and development.
 - d. Labor negotiations and contract administration.

- e. Safety and health.
 - f. Legal compliance.
 - g. During emergencies Human Resources will work with employees injured on the job, completing and maintaining records. They also work with the employee assistance program to find and share resources with employees for care of employees and their families for the duration of the emergency, as appropriate. Human Resources will support other departments and City of Wenatchee employees, as required.
8. Community and Economic Development
- a. Building and Fire Code administration and enforcement
 - b. Planning and development
 - c. Community Development is responsible for assessing damage to buildings during an emergency incident if the fire departments request inspections of damaged buildings. They will normally become involved in the later stages of the response phase or at the beginning of the recovery phase with the mission of determining the extent and cost of the damage.
 - d. The Building Official, Building Inspector(s) and necessary support staff will be required to report to work. All other employees will be directed to remain at home until told to report to work. The department will support other City departments, as requested.
9. Parks, Recreation and Cultural Services
- All personnel will be directed to remain at home until told to report to work. The department will support other City departments, as required.
10. Chelan County Fire District #1 (provides fire and EMS)
- a. Fire Suppression
 - b. Rescue Operations
 - c. Hazardous Materials Response & Mitigation
 - d. Emergency Medical Services

IV. CONCEPT OF OPERATIONS

The COG/COOP addresses the preservation and/or reconstruction of government to ensure that the legislative, administrative, and business continuity for the City of Wenatchee is maintained until normal operations and services can be restored.

COG/COOP Coordination and Management

- A. All emergency operations in Chelan County and the City of Wenatchee will be managed under the National Incident Management System (NIMS) and utilize the accepted concepts and principles of the Incident Command System (ICS) to assure functional and cooperative management of emergency operations. An Incident Commander or Unified Command managing the incident will establish

an incident command organization based on the extent, complexity and of the incident damages and disruption.

- B. The Continuity of Government and Operations Plan (COG/COOP) will be activated upon notification of an emergency or disaster in the City that severely impacts the City's ability to continue normal operations and provide essential services.
- C. The Chelan County Emergency Operations Center (EOC) will be activated to support City operations to an emergency or disaster for response, recovery and restoration.
- D. A State Emergency Management Division (EMD) Incident Number (Mission or Disaster Incident Number Series) will be assigned to local jurisdictions for all actions taken that are intended to protect life, property and the environment during the incident period of any given event. It will be used by the City of Wenatchee for the duration of the incident and the recovery period.

Chelan County and City of Wenatchee Responsibilities

- A. Chelan County Emergency Management will provide emergency management services as defined by the current 2016 Agreement for Emergency Services. These include;
 - Providing operational and support activities before, during and after an emergency or disaster.
 - Establishing the Emergency Operations Center (EOC) for support of emergency response and operations.
 - Obtaining a State mission number for emergency events in accordance with RCW 38.52.180.
 - Provide coordination of emergency and disaster information and resource assistance requests with Washington State Emergency Operations Center (SEOC).
 - Providing for the registration of emergency workers.
 - Provide coordination of damage assessment efforts.
 - Provide coordination of recovery efforts.
- B. The City of Wenatchee will coordinate with Chelan County Emergency Management when an EOC is activated to coordinate incident information, planning, and emergency support operations.
- C. City Departments will maintain operating procedures and guidelines for emergency operations including automatic and mutual aid agreements and continuity of operation plans (COOP) to ensure the continuation of essential functions and critical operations.

Order of Succession - Leadership (Delegations of Authority)

Department Heads/Elected Officials must assure continuity of leadership and operations in the event that they are not available during a COG/COOP emergency by naming at least two successors. These successors should be aware of their emergency responsibilities and receive appropriate training as deemed necessary by individual departments.

- **Mayor**

Mayor, Mayor Pro Tem

- **Mayor's Office**

Executive Services Director, City Clerk, Deputy City Clerk

- **Police Department**

Police Chief, Captain (Seniority), Captain

- **Information Systems**

Director, Network Administrator, Network Specialist, IS Support Tech II

- **Finance**

Director, Assistant Director

- **Utility Billing and Accounting**

(Seniority)

- **Public Works**

Public Works Director, City Engineer, Assist. City Engineer, PW Operations Manager

- **Human Resources**

HR Director, Assistant HR Director

- **Community & Economic Development**

Director, Building and Fire Code Official, Planning Manager

- **Parks, Recreation and Cultural Services**

Director, Recreation Supervisor, Recreation Coordinator

Emergency Notifications and Critical Communications

The City of Wenatchee Police Department, RiverCom Dispatch Center, and the Chelan County Sheriff's Office utilize the "Alert Sense Notification System" to supply emergency notifications, alerts and other critical information to the general public and government employees. Alert Sense can be used to set up an unlimited number of City departments, or facilities, internal groups and sub

groups to initiate alerts during situations that threaten employee personal safety such as crime/imminent danger, hazardous materials, and need for immediate evacuation, based on the subscriber's location(s). Alert Sense is a secure cloud-based, redundant system through which employees or specific groups of a department's staff can be reached during internal IT downtime or in the event of a cyber-attack. See "Appendix B - Alert Sense Notification System" for additional information.

City Public Information Officer

The Emergency Public Information Officer (EPIO) and other staff may be called upon to disseminate information regarding City operations and to keep citizens informed. The Emergency Public Information organization will supplement and coordinate with the on-scene Public Information Officer (PIO). Incident Information Officers may establish a media briefing center at the Emergency Operation Center or a Joint Information Center (JIC) depending on the nature of the hazard and the size and characteristics of the emergency or disaster.

Alternative Work Areas and Facility Sites

Alternate work areas or facility site decisions will be based on:

- The nature of the hazard and the size and characteristics of the emergency or disaster
- The extent and complexity of the incident destruction and disruption to facilities, systems, and resources.
- The extent and complexity of providing and restoring essential operations and services for affected City departments.
- The priorities established by executive order, incident management objectives, and emergency management restoration and recovery objectives.

See "Appendix C - Alternative Work Areas and Facility Sites" for additional information and criteria for determining priorities and locations.

Vital Files, Records, and Databases

All departments should identify essential records and take actions to protect those records prior to a disaster or emergency operation. Entities must mitigate potential losses by protecting records against fire, earthquake, flood and terrorist actions on a day-to-day basis. Storage and retrieval of hardcopy essential records is the responsibility of the individual department.

Departments should consider preparing a grab-and-go kit. These kits should include everything a department needs to conduct business until connectivity can be restored. The kit should be stored in a location where it can be retrieved in an emergency by any of the department staff. It is recommended not to store the kit

in the office, since during a COOP event access to the kit may be limited. See “Appendix D - Grab-and-Go Kit Checklist” for a recommended list of items.

Reconstitution

Departments will begin to return to normal activity as soon as their building is usable. After all departments have moved into their home office space, the City of Wenatchee will begin to resume all normal operations. Staff will return to normal schedules as their department resumes normal operations.

V. TESTING, TRAINING, AND EXERCISES

Chelan County Emergency Management will take the lead in facilitating training and exercises related to the COG/COOP. All departments and outside agencies who would be involved in a COG/COOP response will be notified when training and exercises will be conducted and requested to participate.

VI. COG/COOP PLAN MAINTENANCE

This plan will be reviewed and updated annually by Chelan County Emergency Management and City of Wenatchee Department Directors and Managers that are listed in the succession of leadership, operations, and essential services.

VII. AUTHORITIES AND REFERENCES

1. RCW 36.40.140-190 (Emergency powers and expenditures)
2. RCW 38.52 (Emergency Management)
3. RCW 40.10.010 (Protection and retention of public records)
4. WAC 118 (Emergency Management responsibilities)
5. Title 44 CFR, Part 205 (Federal financial assistance)
6. Title 44 CFR, Section 205.16 (Non-discrimination)
7. RCW 49.60 (Discrimination – Human Rights Commission)

APPENDIX A: Emergency Operations Center Activation

General Concept of Operations

The Chelan County EOC will support county and city agency operations in response to an emergency or disaster. Representatives when requested from involved agencies will be in the EOC to coordinate their agency's response with overall county operations. The EOC operation is based on use of the Comprehensive Emergency Management Plan (CEMP) Emergency Support Functions (ESFs) and is designed to function at a level consistent with the size and complexity of an event.

Activation of the EOC

The EOC is activated by order of the Director or Assistant Director of Emergency Management, the Chelan County Commissioners, or requests from City Mayors or City Managers. It can also be activated by requests from Incident Commanders, through the Director, or Assistant Director of CCEM to support a local incident and from requests from City and/or County Administrators to support their jurisdiction's EOC.

EOC Activation Levels

The phased response plan is designed to staff a response operation as dictated by the size and complexity of the event.

The nature and extent of the response to any given incident by Emergency Management will vary with the size and complexity of the incident. The functions carried out in any response phase are basically the same and will follow the Incident Command System concept along with possible designation of Emergency Support Functions (ESFs) in order to easily align with the Federal Response Plan and the CEMP as revised in 2014. The level of activity, the number, and skills of staff required to carry out those activities will vary.

Phase 1 - Daily, routine emergency response.

Phase 2 - Unusual occurrences which can be dealt with using existing local resources without outside help, or minimal mutual aid assistance, and which are short term in nature and limited in scope. The EOC may be activated as a resource coordination center.

Phase 3 - Situations which are larger in scope and require the use of mutual aid resources, or special procedures for dealing with the emergency. EOC activated.

Phase 4 - Broad scope community emergencies with long term impact representing a significant threat to life, property and/or the environment; requiring a substantial commitment of personnel, equipment, and facilities; requiring considerable outside help. EOC activated to coordinate resources and information.

The primary EOC is located at 408 N. Western, Wenatchee, WA 98801 (corner of Fifth and Western). Alternate locations may be needed, and locations to be considered are: Chelan County Fire District 1, Chelan County Fire District 3, Chelan County Fire District 7 facilities, and the Chelan County Sheriff's Office. Any public agency's facilities and equipment may be called upon and utilized during a declared emergency.

If the area of the emergency includes the primary EOC, one of the alternate locations will be activated. If all pre-designated locations are affected, the official activating the EOC will confirm the location with the EOC staff when notification is made.

The EOC staff (Emergency Management personnel) will report immediately to the EOC upon notification. The first to arrive will start the set-up of the EOC, referring to the EOC Activation Checklist. When the checklist has been completed it should be given to the EOC Manager.

When the EOC has been opened, EOC staff will call or page the activating official to inform him/her that the EOC is operational. The activating official will provide the EOC staff with additional information on who to call and what message to give.

The EOC may be activated at two levels:

Limited Activation: Personnel from Chelan County Emergency Management will augment the 9-1-1 Communication Center Staff to assist in incident and resource coordination.

Full Activation: All components and sections will be staffed for the duration of the incident, or a period estimated to be from two days to two weeks.

During Limited and Full Activation, the Chelan County Sheriff's Office Emergency Management office will continue to monitor and process other requests for assistance, separate from the incident that has caused activation of the EOC.

During Full Activation, one or more persons may be initially tasked to the following functions:

- EOC Manager
- Operations
- Information, Analysis, Planning
- Logistics
- Administrative
- Public Information
- Telecommunications
- Selected other agencies, as needed

Staffing of these functions will continue until the EOC Manager determines that the staffing level should be increased or decreased depending on the status of the event and response efforts.

EOC Personnel and Staffing

- a. Initial EOC staffing will be done by Chelan County Emergency Management personnel. The need for EOC staff will expand and contract during the various phases of the disaster, with the largest commitment of personnel usually required during the response phase.
- b. During a major emergency or disaster, it may become necessary to support the EOC with personnel from varying departments. All Directors, Supervisors, Chiefs and other heads of departments, agencies, and local political subdivisions should provide personnel to support the EOC when requested.
- c. Chelan County Emergency Management personnel must be prepared to respond to the EOC during emergencies. They must also participate in scheduled exercises and training events.

Equipment

- a. VHF radios – Chelan County Emergency Management maintains a cache of radios that can be utilized as needed.
- b. CEMNET Radio --- The WA State Emergency Management Dept. operates a statewide, VHF, low-band radio system, as the primary backup communication link between the State of WA Military Dept., Emergency Management Office and local EOCs. The Chelan County CEMNET radios are located at RiverCom and at the Chelan County Emergency Management office.
- c. Amateur Radio – The EOC has voice amateur radio capability.
- d. Telephones – The EOC has VoIP telephones to be used in the event the center is open. The primary incoming number is 509-667-6598. There are additional telephone numbers that can be utilized when the EOC is activated.
- e. Emergency Alert System (EAS) – The EAS is located at RiverCom and can be activated by the WA State EMD or RiverCom personnel upon request. Alert Sense administrators can also send emergency alerts and activate the EAS.
- f. Computers - Chelan County Emergency Management has several laptop computers that can be utilized in the EOC. A Wireless Access Point has been installed. In addition there are data lines that can be hooked up when needed. Additional laptops will be provided by agency representatives responding to the EOC, and additional computers will be provided by the Chelan County IT department as needed.
- g. The EOC has limited back-up power supplied by a generator.

Coordination

- a. The use and allocation of resources available in the County to support an emergency operation needs to be coordinated through the EOC.
- b. Requests for State, Federal, and other out of county resources must be made through the County EOC.

APPENDIX B: Alert Sense Notification System

The City of Wenatchee Police Department, RiverCom Dispatch Center, and the Chelan County Sheriff's Office utilizes the "Alert Sense Notification System" to supply emergency notifications, alerts and other critical information to the general public and government employees. Alert delivery capabilities include:

Wireless Emergency Alerts (WEA) and Emergency Alert System (EAS)

- IPAWS (Federal Warning System) Alerts: Reach all the cell phones users, including unregistered visitors, in the impact area through Wireless Emergency Alerts (WEA).
 - Emergency Alert System (EAS) Broadcasts deliver emergency alerts through Radio and TV networks.
 - Emergency alerts through text messages can be delivered to all cell phones held by residents and visitors physically located in the alert area. Cellphone users receive alerts with no pre-registration required.
- Geo-targeted reverse 911: Voice Alerts to residents and businesses through map-based selection. WPD can utilize the Alert Sense's GIS tools to select recipients in a geographic area by drawing polygons, circle, freehand line with multiple buffer zones, include/exclude circle and flexible square frame. They have the ability to search by address, landmark, contact location, street segments, city, zip code, and Latitude/Longitude.
- Subscriber Alerts: Notify public subscribers through their preferred contact method, including text, mobile app, email or voice call.
- Social Media: Post the latest updates to social media sites for the community to view.

Internal Emergency Alerts and Critical Communications

Alert Sense can be used to set up an unlimited number of City departments, or facilities, internal groups and sub groups to initiate alerts during situations that threaten employee personal safety such as crime/imminent danger, hazardous materials, and need for immediate evacuation, based on the subscriber's location(s). Alert Sense is a secure cloud-based, redundant system through which employees or specific groups of a department's staff can be reached during internal IT downtime or in the event of a cyber-attack.

APPENDIX C: Alternative Work Areas and Facility Sites

The purpose of the City of Wenatchee COG/COOP Plan is to prepare the City to continue to provide essential services across a wide range of potential emergencies (natural, technological, or man-made). In the event of a major disaster, the potential destruction of facilities, critical systems, resources, and vital records may be significant.

The objective for providing alternative sites for City departments is to provide enough space for affected departments to set up temporary office space for essential personnel with equipment, supplies, and Internet access and software to conduct essential operations and services until normal operations and systems can be restored. CCEM will work with City PW Operations, Information Services, and affected departments to set up work/offices areas.

Alternate work areas or facility site decisions will be based on the:

- The nature of the hazard and the size and characteristics of the emergency or disaster.
- The extent and complexity of the incident destruction and disruption to facilities, systems, and resources.
- The extent and complexity of providing and restoring essential operations and services for affected City departments.
- The priorities established by executive order, incident management objectives, and emergency management restoration and recovery objectives.

General Facilities/Department – Level of Damage/Disruption – Alternatives

- A. First Level** - General extent of emergency, damages, and disruption is a single department or even a single building with several affected departments.
- **First Level Alternative:** Relocation of offices and essential personnel to other City buildings with telecommute capabilities for additional staff and support.
- B. Second Level** – General extent of emergency, damages, and disruption involves multiple City buildings (personnel, critical systems, and equipment)
- **Second Level Alternatives:**
 - Relocation of offices and essential personnel to multiple City buildings with telecommute capabilities for additional staff and support.
 - Work stations set up for efficiencies (proximity for IT computer networks and phone communications; collaboration; travel time).
- C. Third Level** – A major disaster that causes extensive damages to the City buildings or throughout the Wenatchee Valley so that City buildings cannot be occupied.
- **Third Level Alternatives** – If City facilities or buildings cannot be utilized, Chelan County, East Wenatchee, or Douglas County facilities may be selected as alternative locations and facilities for setting up work/office spaces for essential personnel with equipment, supplies, and Internet access and software to conduct essential operations and services until normal operations and systems can be restored.

APPENDIX C1: City Buildings - Alternative Work Areas

City of Wenatchee Facilities

Alternative Work Areas



City Hall - 125 S Chelan Ave.

Council Chambers / Lounge /
Lobby Area / Mayors Office
Finance: Meeting Rm / Work Rm



Old Police Station

Drug Task Force Offices
Carpenter Shop



Police Station -140 S. Mission St.

1st Floor: Training Rm / Records
2nd Floor: Conf. Rm / Staff Mtg. Rm
Detective Office 3rd Floor: Gym



Public Service Center— PW / Comm. Development 1350 McKittrick

Bldg. 1: Meeting Rooms (1-4) / Parks: Lobby Area / PSC Lobby Area
Lower Level: Lunch / Training Room / Dept. Meeting Areas
Bldg. 2: Work Areas: Water Shop / Parks Shop / Streets / Rec. Storage
Bldg. 3: Fleet Shop / Upper Level Bldg. 4: No Network



Convention Center
121 N Wenatchee Ave.

All Break Out Rooms / Exhibit Hall /
Ball Rm (N & S) Lobbies /
Equip. Storage Areas (Upper & Lower)



Museum & Cultural Center
127 S Mission Street

Upper Floor: Bozarth Theatre / Class Rm / Annex Offices
Main Floor: Pioneer Rm / Lecture Hall / Pangborn Exhibit
Reception Area / Shipping & Receiving Area
General Store / Print Shop Lower Floor: Class Room

APPENDIX C2a: Alternative Work Areas / Resources / Equipment Summary

Department	Normal Work Areas • Computers • Internet • VLAN • Software Admin. / Policy City Council Public Information Records Management	Modified Business Plan (Essential Work Stations) 3 computers	Work Stations able to Telecommute (laptop / VPN) 1 Telecommute (laptop / VPN)	Specific Computer Servers and Software (Databases / Records Programs) City Network/Shared Files Microsoft Office Go Request	Office Equipment and Supplies • Printers, Copiers, Scanner, Fax • Telephones • Pens, Pencils Paper Misc. Information Emergency Proclamation & Funding Public Information Officer
Mayor's Office (4)	Public Information Records Management	3 computers	1 Telecommute (laptop / VPN)	City Network/Shared Files Microsoft Office Go Request	Emergency Proclamation & Funding Public Information Officer
Finance (12)	Accounting Banking Records	10 computers	2 Telecommute (laptop / VPN)	City Network/Shared Files Microsoft Office Eden	Emergency Response & Recovery
Human Resources (2)	Employee Assistance Records Management	1 computers	1 Telecommute (laptop / VPN)	City Network/Shared Files Microsoft Office	Recovery
Police (46)	Depart. Admin. Patrol Operations Criminal Invest. Records Mgmt. Traffic Control	Work Stations for each Division Field Vehicles	TBD	Spillman Database City Network/Shared Files Microsoft Office ACCESS and JIS Fortis	Emergency Response Card Access System Security

APPENDIX C2b: Alternative Work Areas / Resources / Equipment Summary

Department	Normal Work Areas • Computers • Internet • VLAN • Software	Modified Business Plan (Essential Work Stations) VLAN	Work Stations able to Telecommute (laptop / VPN)	Specific Computer Servers and Software (Databases / Records Programs)	Office Equipment and Supplies • Printers, Copiers, Scanner, Fax • Telephones • Pens, Pencils Paper Misc. Information
Public Works	Streets (10) Lighting / Traffic (4) Engineering (11) Fleets & Fac. (8) Water / Storm (6) Utility Services (8)	Field Vehicles Field Vehicles 4 computers 2 computers 2 computers 2 computers	Laptop / VPN Field Vehicles	City Network/Shared Files Microsoft Office ARC JIS Facility Dude <u>Wonderware</u>	Emergency Response & Recovery Facility Card Access System
Community Development	Bldg & Fire Code Enforcement (9) Planning & Development (8) PW Admin. (5) Public Outreach	2 computers 4 computers 5 computers	Laptops / VPN Field Vehicles	City Network/Shared Files Microsoft Office <u>SmartGov</u>	Emergency Recovery • Damage Assessment
Information Systems (5)	Network & Desktop services Phone communications	5 computers with VPN	Laptops / VPN Field Vehicles	City Network/Shared Files Microsoft Office VMware Horizon Exchange	Recovery Provide computer & phone system infrastructure during recovery
Parks & Rec	Park & Rec (4) • Parks (8)	computers with VPN (2) (1)	Laptop / VPN Field Vehicle	City Network/Shared Files Microsoft Office Active Network	

APPENDIX D: Grab-and-Go Kit Checklist

You may have to evacuate at a moment's notice and take essentials with you. You will probably not have time to search for the supplies you need.

Encourage each employee to have a portable "Grab-and-Go Kit" customized to meet personal needs, such as essential medications and family contacts and communications.

Basic emergency supplies include fresh water, food, clean air, and warmth. Items such as a flashlight, whistle, first aid kit, dust or filter mask, and moist towelettes may be very helpful emergency supplies to consider.

Below is a partial list of recommended items for your Grab-and-Go kit for your work station and department's business (operations and services) continuity strategy. This list may, and should be, expanded based on your department's needs.

- Pens, Pencils, Erasers, Paper Clips
- Copier Paper
- Note Pads
- Forms specific to your department
- Plans and other documents that your department will need
- Deposit slips for any income your department will have
- Hard copy contact information specific to your department
- Copy of Chelan County Policies and Procedures
- Copy of the City of Wenatchee COG/COOP
- Electronic copies of forms, critical documents, emergency plans, policies, procedures, etc. on a secure USB flash drive for reference and printing on demand
-
-

For more information on emergency preparedness for your family, and essential supplies for emergency kits go to: www.ready.gov or www.redcross.org

APPENDIX E: Miscellaneous Information by Department

Information Systems (IS)

Alternative Work Areas and Facility Sites – Information Systems plays a critical role in emergency recovery by providing computer system infrastructure, networks, and equipment for disrupted or displaced City of Wenatchee government services. In most emergency scenarios the Information Systems department, in coordination with Public Works (facilities), is capable of restoring essential government and business functions, including dedicated services and data base storage, within two to three days to an alternative work area or facility. In emergencies with extensive destruction or damages, IS would be capable of restoring infrastructure and approx. 25% of the computers needed by affected departments within 72 hours for critical government functions and services. Recovery and restoration priorities would determine the rate of providing additional computer work stations of the affected departments in alternative work sites.

Strategic planning for updating and improving the infrastructure system and equipment, network back-up facilities, and system redundancy are continuous.

- All servers located at: 135 S. Chelan Avenue, main floor, IS server room
- All servers and telephone system located at: 1350 McKittrick Avenue, main floor, IS server room
- Telephone system located at: 140 S. Mission Avenue, 1st floor, equipment room

Alternative Work Locations

Mayor's Office

- First choice would be to set up work at the Public Services Center. There is a designated office located at the Public Services Center for the Mayor's office and Human Resources Department. The second choice would be to set up an office at one of the many other city owned buildings (i.e. Police Department, Convention Center, Museum, etc.).

Police

- Alternate facility operations will be determined by the Chief of Police or his designee, but may include other city buildings or buildings for other law enforcement agencies. Considerations for an alternate facility are outlined in the Wenatchee Police Department Policy Manual and include, but are not limited to; communications, record keeping, patrol and investigative operations, evidence storage.

Best Alternate Location on Short Notice for Short Term:

- Wenatchee Convention Center Lower Level
 1. Small meeting rooms
 - a. Administration
 - b. Records Management
 - c. Investigations (two small or one medium)
 - d. Patrol work room

2. Large exhibition rooms
 - a. Rest/rehabilitation areas (sleeping quarters)
 - b. Dining facility

Long Term Alternate Location:

- To be determined, meeting these requirements:
 1. Extensive parking
 2. High speed internet
 3. Facility that can be completely secure
 4. Working space for 35-40 employees at peak hours
 5. Relatively easy location for public access

Public Works

- City Hall: 129 S. Chelan Avenue, Wenatchee, WA 98801
- Convention Center: 121 N. Wenatchee Avenue, Wenatchee, WA 98801
- Community Center: 504 S. Chelan Avenue, Wenatchee, WA 98801
- Wenatchee Police Dept: 140 S. Mission Street, Wenatchee, WA 98801

Community Development

- City Hall: 129 S. Chelan Avenue, Wenatchee, WA 98801
- Convention Center: 121 N. Wenatchee Avenue, Wenatchee, WA 98801
- Community Center: 504 S. Chelan Avenue, Wenatchee, WA 98801
- Wenatchee Police Dept: 140 S. Mission Street, Wenatchee, WA 98801

Information Systems

- City Hall – Finance Conference Room
- Public Services Center – Conference Room
- Telecommute – staff laptops at home remotely connecting through VMware View

Parks & Recreation

- Telecommute: Personal computers and cell phones would be utilized to maintain contact. Regular meetings would be coordinated at an alternate location depending upon the season and condition of other locations.
- City Pool: 220 South Fuller, Wenatchee, WA 98801
- City Hall: 129 S. Chelan Avenue, Wenatchee, WA 98801
- Convention Center: 121 N. Wenatchee Avenue, Wenatchee, WA 98801

APPENDIX F: Acronyms

CC - Chelan County
CCEM – Chelan County Emergency Management
CCSO – Chelan County Sheriff’s Office
CEMP – Comprehensive Emergency Management Plan
CISM - Critical Incident Stress Management
CEMP – Comprehensive Emergency Management Plan
COG/COOP - Continuity of Government and Operations Plan
COOP – Continuity of Operations
EAS – Emergency Alert System
EOC - Emergency Operations Center
EMD - Emergency Management Division (WA State EMD)
EMS - Emergency Medical Services
ESF – Emergency Support Function
FCC - Federal Communications Commission
GIS - Geographic Information Systems
IC - Incident Commander
ICS – Incident Command
IT – Information Technology
IMT - Incident Management Team
JIC - Joint Information Center
JJC - Juvenile Justice Center
MOU - Memorandum of Understanding
PIO - Public Information Officer
NIMS – National Incident Management System
CCSO – Chelan County Sheriff Office
COW – City of Wenatchee
SEOC – WA State Emergency Operations Center
VLAN – Virtual Local Area Network
VPN – Virtual Private Network
WIC - Women, Infant and Children
WSU - Washington State University



MEMO

To: Mayor Kuntz and City Council
From: Dave Erickson, Parks, Recreation and Cultural Services Director
Re: Kiwanis Methow Park Project Agreement
Date: February 17, 2017

ACTION REQUESTED:

Move approval of the revised Kiwanis Methow Park Project Agreement with the Trust for Public Land and authorize the Mayor to sign the agreement.

BACKGROUND:

Last March the City and the Trust for Public Land entered into a project agreement to facilitate the realization of the Kiwanis Methow Park Renovation Project. Since that time, some conditions surrounding the project have changed which is warranting revising the original agreement. These included:



- The Recreation Conservation Office Washington Wildlife and Recreation Program Local Parks Grant application and Land and Water Conservation Funding Board Grant application were both completed and will likely receive \$1,000,000 in funding for the construction of a portion of the project. A few details were added in the new agreement to address grant requirements. The grant agreements should be received later this summer.
- The sewer capital fund has \$140,000 allocated for the project in 2019 to construct the new restroom at the park and so details regarding this project element were added to the agreement.
- Specifics were added to the amendment to account for the authorized use of a portion of the proceeds from the 2015 sale of surplus property.
- A few details were added to the construction section of the document to ensure that requirements for municipal and State RCO funded construction projects were followed.

A copy of the proposed amendment is contained below.

The agreement was reviewed by the City Attorney and the Arts, Recreation and Parks Commission at their meeting earlier this week.

Kiwanis Methow Park Improvement Project Amended and Restated Agreement

This Amended and Restated Agreement (“Agreement”), dated for reference purposes January 31, 2017, is entered into by and between the City of Wenatchee, a municipal corporation of the State of Washington (hereinafter “City”), and The Trust For Public Land, a California nonprofit public benefit corporation (hereinafter referred to as “TPL”), collectively referred to herein as the “Parties.”

RECITALS

WHEREAS, the City of Wenatchee adopted a Parks, Recreation and Open Space Comprehensive Plan on January 12, 2012; and

WHEREAS, the Comprehensive Plan outlines a series of goals, recommended actions and timelines to implement the recommendations regarding the direction, process and priorities for future park master planning, facility design and development, operations, recreation programming and organizational development; and

WHEREAS, the plan specifically identified the need to improve park infrastructure and utilize alternative sources of funding to implement park improvement projects in order to provide comprehensive parks and recreation services within the City of Wenatchee; and

WHEREAS, TPL creates parks and protects land for people, ensuring healthy, livable communities for generations to come.

WHEREAS, TPL has discussed opportunities to improve park areas including Lincoln, Locomotive and Kiwanis Methow Park and following this discussion TPL selected Kiwanis Methow Park for an improvement project (the “Project”); and

WHEREAS, TPL has pledged to lead the effort to attempt to raise the funding, conduct outreach and work with the community and City to complete the Project; and

WHEREAS, The Parties have previously entered into an Agreement dated March 24, 2016 to identify how they will cooperate and work together on the Kiwanis Methow Park Improvement Project.

WHEREAS, The original Agreement provides general information on contemplated costs and construction.

WHEREAS, Changes in circumstances surrounding the project have warranted the modification of the original agreement.

WHEREAS, The Parties desire to enter into this Amended and Restated Agreement in order to document the desired modifications and continue all other terms and conditions in full force and effect as restated in this Amended and Restated Agreement.

NOW, THEREFORE, in consideration of the terms and conditions set forth herein, the Parties agree as follows:

AGREEMENT

1. **Purpose and Scope.** The purpose of this Agreement is for the Parties to identify how they will cooperate and work together on the Project for the mutual benefit of the Parties, to advance the vision, goals and objectives of the City of Wenatchee Parks, Recreation and Open Space Comprehensive Plan and the goals and objectives of The Trust for Public Land. This Agreement amends and restates the original Agreement dated March 24, 2016.
2. **Specific Objectives and Completion Dates.** The Parties have agreed to the following specific objectives and targeted completion dates for the Project. The Parties will adjust the dates as necessary as more information becomes available.

- 2.1 **Planning/Permitting Phase.** TPL will submit any necessary applications for any permitting required to initiate and complete the Project. This may include, but not be limited to: Building, plumbing and electrical permits and SEPA and cultural and historical reviews. The design of Project amenities will meet the standards prescribed by the City and State including ADA accessibility, ASTM 1487, appearance, location, materials and features. The final design must be reviewed by Kiwanis and the Arts, Recreation and Parks Commission and approved by the City and all funding for the Project received by TPL prior to the Construction Phase beginning.

Targeted Completion Date: April 1, 2019.

- 2.2 **Construction Phase.** TPL will be responsible for procuring all labor, materials and supplies for the construction or installation of the Project. Demolition and construction activities will be coordinated with City staff prior to implementation and will occur during the park “off-season”. “Off-season” is generally October through April. Construction processes and methods will meet industry standards, State Recreation Conservation Office requirements and all requirements for municipal projects. The construction site shall be secured during the project to ensure the safety of the public. The City shall grant TPL and its agents and contractors such temporary construction easements or licenses to the Project site as are necessary to enable TPL and its agents and contractors to complete the work on the Project as contemplated by this Agreement provided that they meet the necessary requirements.

Targeted Completion Date: October 31, 2019.

- 2.3 The Parties agree to publicly support and advocate, as needed, the purpose and specific objectives of the Project and this Agreement. Outreach may occur throughout the duration of the project and may include, but not be limited to: Newspaper and radio announcements; presentations to service clubs

(specifically Kiwanis), City Council and Commissions; public meetings, events and workshops; and electronic media and posting to websites and social media. TPL and the City shall mutually agree on the nature, scope and methods of such outreach efforts.

Targeted Completion Date: Ongoing.

3. Term. The Term of this Agreement shall be from March 25, 2016 through December 31, 2019.
4. Cost. The Parties recognize that the implementation of this Agreement requires funding. The Parties acknowledge that the City has no allocated funding to provide grant match or otherwise implement this Agreement with the exception of \$140,000 sewer funding available in 2019 specifically for the sole purpose of construction of the restroom in the park and a \$250,000 allocation for project management, design and construction related costs. TPL will invoice the City for use of these funds. Grant administration will be the responsibility of TPL for grants applied for and awarded to TPL for the Project. Grant administration will be the responsibility of the City for grants applied for and awarded to the City for the Project. TPL and City will adhere to all Recreation Conservation Office and Land and Water Conservation Fund grant requirements including but not limited to expense documentation for those funding sources, in accordance with the Compliance, Invoice and Grant Report Memorandum of Understanding attached to this Agreement as Attachment B and entitled "*Memorandum of Understanding Regarding Compliance with RCO Grant Policies,*" which Attachment is incorporated herein, and which Attachment's contents shall govern the allocation of roles and responsibilities between TPL and City regarding Grant Compliance and the overall Project invoicing process among the Parties. Work undertaken to implement this Agreement will be provided by TPL, its agents, employees and contractors, unless alternative funding is identified and received by one or both Parties and alternative implementation arrangements are agreed upon by both parties. The Parties understand and agree that actual construction work under the Project shall not commence until all required funding is in hand.
5. Hold Harmless and Indemnity. TPL agrees to defend, indemnify and hold harmless the City, its appointed and elected officials, employees and agents from and against any and all liability, loss, costs, damage and expense, including costs and attorney fees in defense thereof because of actions, claims, or lawsuits for damages resulting from property damage or personal bodily injury, including death, or civil enforcement actions sustained by, or alleged to have been sustained by, any person or persons, or the City, arising from any action taken by TPL, its agents, employees or contractors in connection with the Project.
6. Insurance and Limits. A minimum of ten (10) days prior to beginning construction or demolition work at the Project site, TPL shall secure and maintain a policy of general

liability insurance with combined single limits of liability no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate. The City shall be named as an additional insured on this policy. TPL shall provide a certificate of insurance evidencing the required insurance before commencing any demolition or constructions work at the Project site. Insurance is to be placed with issuers with a current A.M. Best rating of not less than A: VII (rating must be noted on certificate next to name of insurance company). A copy of the endorsement page naming the City as additional insured must also accompany the certificate. The City shall be provided at least 30 days advance written notice of a change in or termination of insurance coverage.

7. Public Works Project. The Project shall be treated as a public work as defined by RCW 39.04.010(4) subject to all laws applicable thereto, including public bidding, payment and performance bonds, retainage, and prevailing wages.
8. Agreement Review and Monitoring. The Parties shall communicate regularly to discuss the status of the Project and this Agreement and to resolve any issues or disputes related to the successful completion of the Project or arising under this Agreement.
9. Dispute Resolution. The Parties will work collaboratively to promptly resolve disagreements arising from activities performed under this Agreement. The services of a mediator may be used to assist with the resolution. If the Parties agree that mediation is necessary, the Parties agree to share equally in the cost of mediation services.
10. Governing Law/Venue. This Agreement is governed by the laws of the State of Washington. The jurisdiction of any action hereunder shall be in the Superior Court, Chelan County, Washington.
11. Attorney's Fees. In the event of litigation regarding any terms of this Agreement, the Parties shall bear their own attorneys fees and costs incurred therein.
12. Notice. Any notice required by this Agreement shall be sent to:

City of Wenatchee
129 South Chelan
P.O. Box 519
Wenatchee, WA 98807-0519

The Trust For Public Land
901 Fifth Avenue, Suite 1520
Seattle, WA 98164

13. Co-Administrators. Cary Simmons, on behalf of TPL, and David Erickson, on behalf of the City, shall act as Co-Administrators, and shall be responsible for the administration of this Agreement.

14. Relationship of the Parties. TPL is an independent organization in all respects with regard to this Agreement and all work done by TPL in connection with the Project. Nothing in this Agreement shall be considered to create the relationship of employer and employee, principal and agent, or landlord and tenant between the Parties.
15. Disclaimer. Nothing in this Agreement shall be deemed to a promise, guarantee or representation that TPL will be successful in raising the necessary funding to complete the Project. If TPL, in the exercise of its best business judgment, concludes that the likelihood of acquiring sufficient funding to complete the Project is remote, then TPL will so notify the City in writing. The Parties may thereafter meet to consider alternatives ways to complete the Project. If no such mutually-agreeable alternatives are found, then either TPL or the City may terminate this Agreement by giving written notice of such termination to the other party.
16. Additional Documents. The Parties will execute such additional documents as may be reasonably necessary and appropriate to carry out the activities contemplated by this Agreement and complete the Project.
17. Termination. This Agreement may be terminated for any reason at the convenience of either party with 60 days advance written notice by TPL or City.

DATED this ____ day of _____, 2017.

CITY OF WENATCHEE

By _____
FRANK KUNTZ, Mayor

DATED this ____ day of _____, 2017.

THE TRUST FOR PUBLIC LAND

By _____
THOMAS E. TYNER, Division Legal Director

ATTACHMENT A

Kiwanis Methow Park Project Site



Attachment B

Memorandum of Understanding Regarding Compliance with RCO Grant Policies

- TPL will follow all applicable policies for WWRP (Outdoor Recreation Account - Local Parks) and LWCF grants, as set forth in RCO's Manual 4, Development Projects; Manual 8, Reimbursements; Manual 10a, Washington Wildlife and Recreation Program, Outdoor Recreation Account; and Manual 15, Land and Water Conservation Fund; including:
 - Limit travel costs to current state per diem rates and current state mileage rate, and keep a travel log including name, dates, times, locations, and itemized travel costs.
 - Record and value donated labor at the RCO-established hourly rate of pay, excluding taxes and benefits
 - Expense employee time directly related to the project as the employee's regular rate of pay including taxes and benefits if the taxes and benefits (if benefits and taxes are paid when due), and maintain electronic timesheets
 - Record donated materials at market value at the time used and retain copies of invoices or letters acknowledging donations
 - Competitive bidding processes, where contractors that develop RFP specifications are excluded from competing.

Invoice Process

- TPL will invoice the City of Wenatchee for TPL's costs and costs incurred. TPL will retain all the original invoices or receipts it seeks reimbursement for from the City for 6 years after the completion of the project.
- The City will seek reimbursement from RCO for expenses/project costs paid to TPL that are eligible under WWRP and LWCF by submitting bills electronically through PRISM online. TPL will supply relevant information, including:
 - Billing period
 - Brief description of the work included in each billing
 - Amount, including expenditure or non-reimbursable
 - Specific description of items purchased or services performed, including showing calculations as necessary
- The City will be responsible for tracking:
 - Payment number, check number, EFT number, or log/journal number
 - Transaction date from
 - Billing attachments (TPL's invoice)

Final Grant Report

- TPL will draft the final report for WWRP and LWCF grants for the City's approval, and submit it on PRISM by the date identified in the RCO project agreement.

Compliance with Federal Requirements

- Recognizing that the project is partially-funded with federal funds from the Land and Water Conservation Fund, TPL will comply with the Part 200-Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (also called omni-circular), which includes:
 - Davis Bacon law
 - See: <http://www.ecfr.gov/cgi-bin/text-idx?SID=6fe24c76004f565cdfd8cef80053ab59&node=pt2.1.200&rgn=div5>
- In the event that the City of Wenatchee is audited, TPL will supply the City with TPL's subcontractor invoices and employee timesheets, as needed for the audit

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director; Matt Leonard, Public Works Director

SUBJECT: Lease Between City of Wenatchee and North Central Behavioral Health for Parkside Place

DATE: February 20, 2017

Background: On October 19, 2009, the City Council accepted the donation of the Parkside property from Carl Campbell. The intent was for the Chelan-Douglas RSN, Women's Resource Center and at that time, Columbia Valley Community Health, to transition the facility into a transitional housing / care facility to assist with the region's mental health needs. A Conditional Use Permit was applied for and received from the City in September 2009. On January 14, 2010, the City Council signed a Pre-lease agreement with the three entities (above) which identified their responsibilities in the interim and provided for the payment of expenses to maintain the property. The Pre-lease transitioned to a long term lease September 23rd 2010 when the City Council approved a lease with Douglas County / Chelan-Douglas Regional Support Network for the former Parkside property. In December of 2010 the City Council signed the lease with the Women's Resource Center to construct and occupy their portion of Parkside Place. Since 2010, there have been significant changes in the delivery of services due to the transition of the Regional Support Network to the North Central Washington Behavioral Health Organization (BHO). This change delayed the renovation and occupancy of the Parkside property. Now with the transition complete, the BHO desires to change the lease to reflect their oversight of the project and the infusion of state funds in order to convert the remainder of the facility. This lease has several changes:

- 1) It provides for the BHO to oversee the construction of the project and utilize the state funds to carry out that work, subject to City approval.
- 2) It provides for the assignment of the lease to the ultimate operator of the facility due to the changes in the overall provision of this care.
- 3) It is a 15 year lease, expiring December 31, 2032.
- 4) Upon the assignment of the lease, rent is triggered that would be paid into a capital reserve and replacement fund for the building.
- 5) Originally the lease had Douglas County/RSN as the managers of the building. Due to the anticipated assignment, the common area management needs to revert back to the City (thus the subsequent lease amendment that follows for the Women's Resource Center).
- 6) The lease provides for the reimbursement of city costs to provide facility management of common area at the building. Each entity would still manage their respective spaces.

Finance Committee Review: The Finance Committee will review the updated lease at their meeting on February 23. There is no general fund impact to this lease, however, due to the reimbursement of expenses related to the common area care by the City and the ultimate rental will cover anticipated capital updates needed at a later date.

Action Requested: City Council motion to authorize the Mayor's signature on the lease between the City of Wenatchee and North Central Washington Behavioral Health for Parkside Place.

LEASE BETWEEN CITY OF WENATCHEE
AND NORTH CENTRAL WASHINGTON BEHAVIORAL HEALTH
FOR PARKSIDE PLACE

THIS AGREEMENT, made and entered into this ____ day of _____, 2017, by and between City of Wenatchee, a municipal corporation of the State of Washington, hereinafter referred to as Landlord, and North Central Washington Behavioral Health, hereinafter referred to as Tenant.

WITNESSETH:

1. Premises. Landlord hereby leases to Tenant, upon the terms and conditions herein set forth, Suite ____ consisting of 30,602 square feet, and associated common area and parking located on the real property located at 1230 Monitor Street, Wenatchee, Chelan County, Washington, and situated on a portion of the following described premises:

See Exhibit "A," attached hereto and incorporated herein by this reference.

Tenant has made substantial improvements to the premises and has been awarded a grant of approximately \$4.0M from the State of Washington to complete additional remodeling of and improvements to the premises for use as a mental health facility. The target date for completion of remodeling is October 31, 2017. Tenant will be soliciting a mental health provider to occupy and operate the completed mental health facility and manage the leased premises. It is anticipated that, under Washington law, the Tenant will no longer have a role in the delivery of mental health services as of January 1, 2018 (and no later than January 1, 2020) and Tenant will be assigning this Lease to the mental health provider. The Landlord agrees that the premises remodeled and improved using the grant funds received from the State of Washington shall remain dedicated to occupancy as a mental health facility and the premises shall not be used for any other purpose through December 31, 2032, whether under this Lease or any other occupancy agreement.

2. Term. This Lease shall be for a term of fifteen (15) years commencing January 1, 2017, and expiring on December 31, 2032.

3. Rental. Tenant agrees to pay Landlord, at Landlord's address set forth in Section 22 hereof or at such other place as Landlord may designate in writing, rental in the amount of One Dollar (\$1.00) per year, payable in advance on the first day of January of the first three (3) years of the term of this Lease. Beginning January 1, 2020, rent shall increase to Seven Thousand Dollars (\$7,000) per month for the remainder of the term of this Lease. The rental amount provided for herein is below the market rent for property of this nature in return for the Tenant using the premises solely for the necessary support of the poor and the infirm, and for no other purpose, as set forth in Section 6 hereof.

The rental monies received by Landlord shall be placed in a capital replacement fund of the City of Wenatchee for purposes of capital replacement costs for the building's major systems including roof, mechanical, plumbing and electrical.

4. Leasehold Excise Tax. Tenant is exempt from leasehold excise taxes. Therefore, per RCW 82.29A.020, this Lease does not create a "leasehold interest" subject to leasehold tax. In the event of a contrary determination by the State of Washington, Department of Revenue, that leasehold tax does apply to this Lease, Tenant agrees to pay annually the leasehold excise tax, and any penalties and interest, in such amount as is established by the State during the term of this Lease, and to hold Landlord harmless therefrom. The Tenant's anticipated assignee, the mental health provider occupying and using the mental health facility, shall be required to pay leasehold excise taxes unless otherwise exempt.

5. Security Deposit. Concurrently with Tenant's execution of this Lease, Tenant has delivered to Landlord the sum of Zero Dollars (\$0.00) as security for the performance by the Tenant of Tenant's obligations hereunder.

6. Use. The premises may be used by Tenant for the sole purpose of providing necessary support to the poor and infirm, specifically mental health, chemical dependency, and crisis stabilization services to low income persons. Tenant covenants that it will not allow said premises to be used for any illegal or immoral purpose, and that it will not do or suffer to be done, in or about said premises, any act or thing which may be a nuisance, annoyance, inconvenience, or damage to Landlord, the occupants of adjoining property or the neighborhood.

7. Acceptance of Premises. Tenant accepts the premises in its current "as is" condition.

8. Alterations. Tenant intends to make substantial improvements to the building and premises. Tenant shall be responsible for design and construction administration, subject to prior approval by Landlord. Tenant shall make no additional changes, improvements or alterations to the premises without the prior consent of Landlord. All such changes, improvements and alterations, if any, made by Tenant shall remain on the premises and shall become the property of Landlord upon the expiration or sooner termination of this Lease. Tenant shall complete the proposed changes, alterations, and improvements not later than October 31, 2017. Tenant shall obtain all required building permits and comply therewith in completing the tenant improvements.

Tenant shall provide and assign to Landlord all warranties related to improvements made by Tenant to the HVAC, roof, and other building systems.

Tenant shall comply with all Public Works requirements that may apply to capital improvements, including, but not limited to, competitive public bidding, bonding, retainage, and payment of prevailing wages.

Landlord shall designate a representative to oversee and approve the Tenant improvements.

9. [THIS SECTION LEFT INTENTIONALLY BLANK]

10. Maintenance and Repairs.

(a) Maintenance and Repairs of Suite. Tenant shall keep the suite in a neat, clean and sanitary condition. Tenant, at its own expense, shall maintain the suite and all items therein, including items installed by Tenant, in good condition and repair.

(b) Maintenance and Repairs of Common Areas, Building and Premises. Tenant shall pay 74.31% of the cost of overhead, maintenance and repairs for all common areas and for common structural, exterior and roof components, the parking lot, exterior lighting and landscaping, and common interior structural components, and common plumbing, electrical, or mechanical systems, or fixtures or equipment. Tenant shall have no obligation to maintain or repair suites or other areas under the exclusive control of Landlord's other lessees or tenants.

(c) Management of Maintenance, Repairs and Common Areas. All maintenance and repairs of the common areas, building and premises shall be managed by Landlord. Landlord shall bill the cost of such repairs and maintenance, including the Landlord's overhead costs for managing same, to Tenant and other tenants of Landlord in their proportionate share, subject to section 10 (d).

(d) Limitation on Repairs. In the event of repairs necessitated by the major failure of structural, mechanical or building system components for which the cost is estimated to be in excess of Fifty Thousand Dollars (\$50,000), Tenant may elect to immediately terminate this Lease and shall have no obligation for such repairs.

11. Utilities and Other Services. Tenant shall pay 74.31% of all water, sewer, electricity, natural gas, and other utilities provided to the building without separate metering and billing, for janitorial services for the common areas, and for snow and ice removal for the parking areas and sidewalks, including Landlord's overhead costs in providing these services. Tenant shall pay for all utilities and services provided directly to Tenant's suite and billed separately by the utility or service provider.

12. Signs. Tenant shall not erect or maintain any signs or other obstructions upon said premises except as now exist without the written consent of Landlord.

13. Taxes. Landlord is exempt from property taxes. Tenant is exempt from property taxes. In the event of a contrary determination by the State of Washington, Department of Revenue, Tenant shall pay, before the same become delinquent, all taxes assessed against the furniture, fixtures, equipment and other property, including inventory, which is owned by the Tenant located on the premises. The Tenant's anticipated assignee, the mental health provider occupying and using the mental health facility, shall be required to pay property taxes unless otherwise exempt.

14. Liability Insurance. Tenant shall, at Tenant's expense, maintain public liability and property damage insurance insuring against any and all claims for injury to or death of persons and loss of or damage to property occurring upon, in or about the premises. Such insurance shall have liability limits of not less than One Million Dollars (\$1,000,000) in respect of injury or death to any one person, not less than Two Million Dollars (\$2,000,000) in respect of any one occurrence or

accident, and not less than One Million Dollars (\$1,000,000) for property damage with a maximum deductible amount of Fifty Thousand Dollars (\$50,000).

All such insurance shall be issued by carriers acceptable to Landlord and shall contain a provision whereby the carrier agrees not to cancel or modify the insurance without twenty (20) days prior written notice to Landlord. Landlord shall be named as an additional insured on the Tenant's policies of insurance required hereunder.

On or before taking possession of the premises pursuant to the Lease, Tenant shall furnish Landlord with a certificate evidencing the aforesaid insurance coverage, and renewal certificates shall be furnished to Landlord at least thirty (30) days prior to the expiration date of each policy for which a certificate was theretofore furnished.

Alternatively, Tenant may insure through a municipal risk pool and provide Landlord with a certificate evidencing the aforesaid insurance coverage, and renewal certificates shall be furnished to Landlord at least thirty (30) days prior to the expiration date of each policy for which a certificate was thereto for furnished.

15. Tenant's Fire Insurance. Tenant shall, at Tenant's expense, maintain fire insurance on all of Tenant's personal property and leasehold improvements and alterations on the premises, with extended coverage, in the amount of replacement value.

16. Assignment and Subletting. It is anticipated that Tenant will assign this Lease to the mental health provider occupying and using the mental health facility. Neither this Lease nor any right hereunder may be assigned, transferred, encumbered, or sublet, in whole or in part, by Tenant, by operation of law or otherwise, for any other purpose, without Landlord's prior written consent. Landlord may not unreasonably withhold its consent.

17. Inspection. Landlord shall have the right of reasonable inspection of the leased premises at all reasonable times and for said purpose shall have free access thereto.

18. Damage or Destruction. If the leased premises are materially damaged or destroyed by fire or any cause, this Lease shall immediately terminate as of the date of the damage of destruction.

19. Default; Remedies. IF TENANT SHALL DEFAULT IN PERFORMANCE OF ANY OF TENANT'S OBLIGATIONS UNDER THIS LEASE OR SHALL VIOLATE ANY TERM OR PROVISION OF THIS LEASE, OR IF THE PREMISES SHALL BE LEFT VACANT OR UNOCCUPIED FOR A PERIOD OF TEN (10) DAYS, LANDLORD MAY, UPON GIVING TENANT ANY NOTICE REQUIRED BY LAW, TERMINATE THIS LEASE AND UPON SUCH TERMINATION TENANT SHALL QUIT AND SURRENDER THE PREMISES TO LANDLORD, BUT THE TENANT SHALL REMAIN LIABLE AS HEREINAFTER PROVIDED.

If this Lease shall be terminated as herein provided, Landlord may immediately or at any time thereafter re-enter the premises and remove any and all persons and property therefrom; by any suitable proceeding, law or otherwise, without liability therefor, and re-enter the premises, without such re-entry diminishing Tenant's obligation to pay rental for the full term hereof.

20. Liens. Tenant shall not suffer or permit any lien to be filed against the premises, any building thereof, or any part thereof or the Tenant's leasehold interest, by reason of work, labor, services or materials performed or supplied to Tenant or anyone holding the premises or any part thereof under Tenant. If any such lien is filed against the premises or any improvement thereon or Tenant's leasehold interest, Tenant shall cause the same to be discharged of record within thirty (30) days after the date of filing the same.

21. Indemnity by Tenant. Tenant agrees that Landlord shall not be liable for any claims for death of or injury to person or damages to or destruction of property sustained by Tenant, its sublessees, licensees, invitees, or by any other person in the premises, including without limiting the generality of the foregoing, any claims caused by or arising from the condition or maintenance of any part of the premises unless such damage is caused by the sole negligence of Landlord. Tenant hereby waives all claims therefor and agrees to indemnify and save Landlord harmless against any such claim, loss, damage or liability or any expense incurred by Landlord in connection therewith.

22. Notices. All notices, demands and requests to be given by either party to the other shall be in writing. All notices, demands and requests by Landlord to Tenant shall be sent by United States registered or certified mail, postage prepaid, addressed to Tenant at _____, Wenatchee, Washington 98801, , or at such other place as Tenant may from time to time designate by notice to Landlord. All notices, demands and requests by Tenant to the Landlord shall be sent by United States registered or certified mail, postage prepaid, addressed to Landlord at City of Wenatchee, 129 South Chelan Avenue, Wenatchee, Washington 98801, or at such other place as Landlord may from time to time designate by notice to Tenant. Notice, demands, and requests served upon Landlord or Tenant as provided in this Section in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand, or request shall be so mailed in any post office in Wenatchee or East Wenatchee, Washington.

23. Performance of Covenants. If Tenant shall fail to make any payment or perform any of the Tenant's obligations under this Lease, Landlord may, without notice to or demand upon Tenant and without waiving or releasing Tenant from any obligations of Tenant under this Lease, make such payment or perform such obligation in such manner and to such extent as Landlord deems desirable. All sums so paid by Landlord and all necessary costs and expenses in connection with the performance of any such obligation by Landlord, together with interest thereon at the rate of twelve percent (12%) per annum, compounded monthly, from the date of the making of such expenditure by Landlord, shall be deemed additional rent hereunder and shall be payable to Landlord on demand.

24. Surrender of Premises. Tenant, at the expiration or sooner termination of this Lease, shall quit and surrender the premises in good, neat, clean and sanitary condition, except for reasonable wear and tear and damage not caused by any act or omission by Tenant, its employees, agents, invitees or licensees.

25. Holdover. If Tenant lawfully holds over after the expiration of the term of this Lease, such tenancy shall be a month-to-month tenancy. During such tenancy Tenant agrees to pay Landlord

the same rate of rental as provided herein, and to be bound by all of the terms, covenants and conditions herein specified.

26. Force Majeure. Landlord's failure to perform any of its obligations under this Lease shall be excused if due to causes beyond the control and without fault or negligence of Landlord, including but not restricted to acts of God, acts of the public enemy, acts of any government, fires, floods, epidemics and strikes.

27. Miscellaneous.

(a) Non-waiver. No failure of Landlord to insist upon the strict performance of any provision of this Lease shall be construed as depriving Landlord of the right to insist on strict performance of such provision or any other provision in the future. No waiver by Landlord of any provision of this Lease shall be deemed to have been made unless expressed in writing and signed by Landlord. No acceptance of rent or of any other payment by Landlord from Tenant after any default by Tenant shall constitute a waiver of any such default or any other default. Consent by Landlord in any one instance shall not dispense with necessity of consent by Landlord in any other instance.

(b) Attorneys' Fees. If an action be commenced to enforce any of the provisions of this Lease, each party shall bear its own attorneys fees and costs.

(c) Governing Law. This Lease shall be governed by the law of the State of Washington.

(d) Entire Agreement. This document contains the entire and integrated agreement of the parties and may not be modified except in writing signed and acknowledged by both parties.

(e) Remedies Cumulative. The specified remedies to which Landlord may resort under the terms of this Lease are cumulative and are not intended to be exclusive of any other remedies or means of redress to which Landlord may lawfully be entitled in case of any breach or threatened breach by Tenant of any provisions of this Lease. In addition to the other remedies in this Lease provided, Landlord shall be entitled to the restraint by injunction of the violations, or attempted or threatened violation, of any of the covenants, conditions, or provisions of this Lease.

(f) Time. Time is of the essence to this Lease.

(g) Binding Effect. Subject to the provisions of Section 16 hereof, this Lease shall be binding upon the parties hereto and upon their respective executors, administrators, legal representatives, successors and assigns.

28. Memorandum of Lease. Unless both parties consent thereto in writing, this Lease shall not be placed of record. Landlord and Tenant agree to execute and place of record a Memorandum of Lease evidencing the commencement date and expiration date of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease at Wenatchee, Washington, the day and year first above written.

LANDLORD:
CITY OF WENATCHEE

By _____
FRANK KUNTZ, Mayor

TENANT:
NORTH CENTRAL WASHINGTON
BEHAVIORAL HEALTH

By _____
TAMARA CARDWELL, Director

STATE OF WASHINGTON)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Frank Kuntz is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Mayor of the City of Wenatchee to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2017.

(signature)

(printed or typed name)
NOTARY PUBLIC, State of Washington
My Commission Expires _____

EXHIBIT "A"

PARCEL A:

That portion of the South half of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 15, Township 22 North, Range 20, E.W.M., Chelan County, Washington, described as follows: Beginning at a point on the South line of Miller's Second Addition to Wenatchee, according to the plat thereof, recorded in Volume 4 of Plats, Page 104, 423.14 feet West of the East line of said subdivision, said point being the Westerly right of way of Monitor Street as conveyed to the City of Wenatchee by deed recorded August 26, 1954, under Auditor's No. 487635; thence Southeasterly along said Westerly right of way to a point on the North line of Taplett Addition to Wenatchee, according to the recorded plat thereof, being 375.0 feet West of the East line of said subdivision; thence West on the North line of said Taplett Addition to the Southeast corner of Leaver's Addition, according to the recorded plat thereof; thence Northerly along the East line of said Leaver's Addition, 331.81 feet to the South line of said Miller's Second Addition to Wenatchee; thence East on the South line of said Miller's Second Addition to Wenatchee to the True Point of Beginning.

ALSO TOGETHER with the East 74 feet of the West 161 feet of the South 24 feet of Block 3, Miller's Second Addition to Wenatchee, Chelan County, Washington, according to the plat thereof, recorded in Volume 4 of Plats, Page 104.

ALSO TOGETHER with Block 3, Miller's Second Addition to Wenatchee, according to the plat thereof, recorded in Volume 4 of Plats, Page 104, Chelan County, Washington,

EXCEPT the North 109.42 feet of Block 3, Miller's Second Addition to Wenatchee, according to the plat thereof, recorded in Volume 4 of Plats, Page 104, Chelan County, Washington.

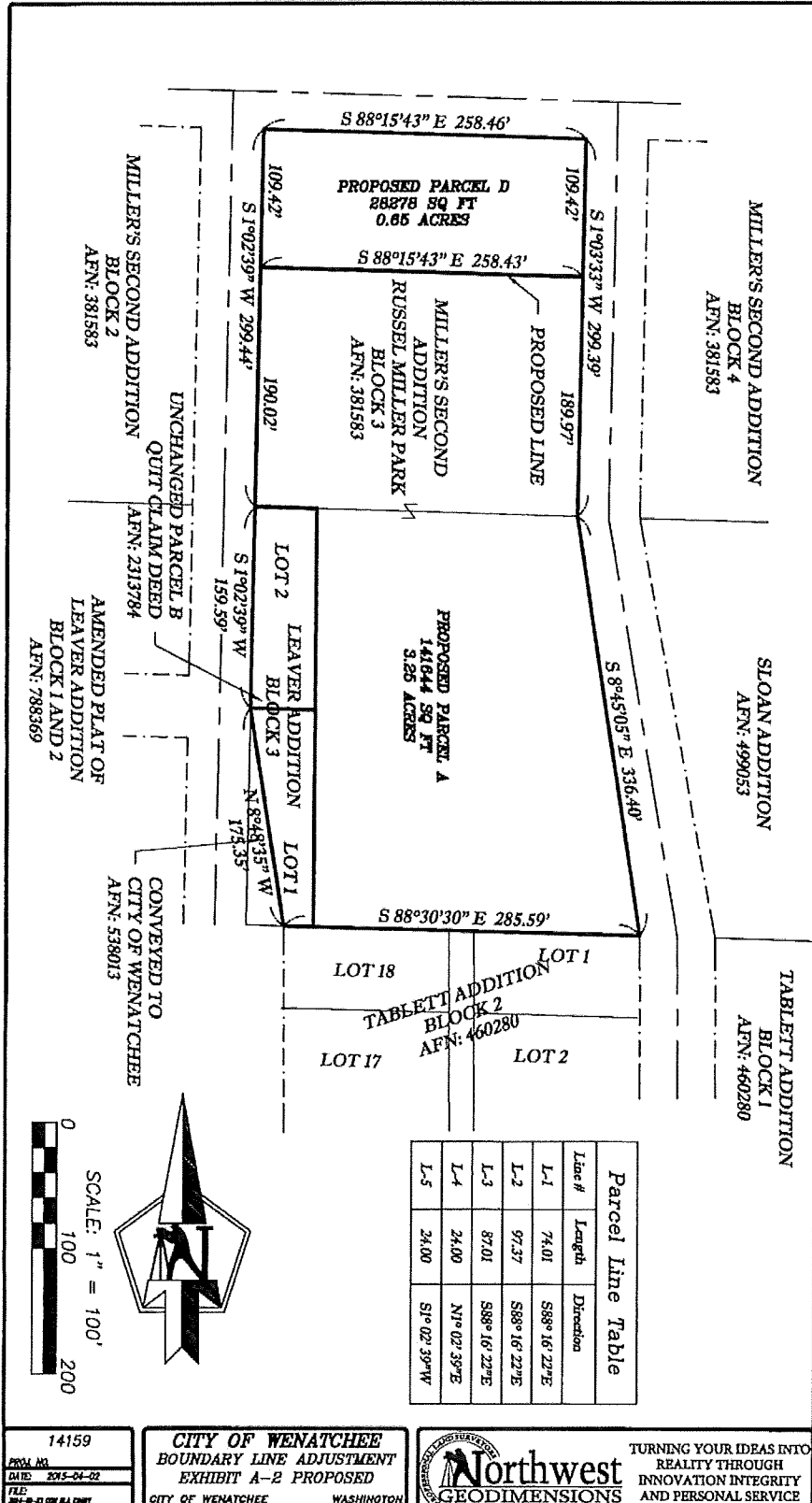
PARCEL B

Lots 1 and 2, Block 3, Corrected Plat of Leaver's Addition to Wenatchee, Chelan County, Washington, according to the plat thereof, recorded in Volume 8 of Plats, Page 32, EXCEPT that portion of said Lot 2 conveyed to the City of Wenatchee for road purposes by deed recorded July 17, 1958, under Auditor's No. 538013.7

LEASE

Page 8 of 8

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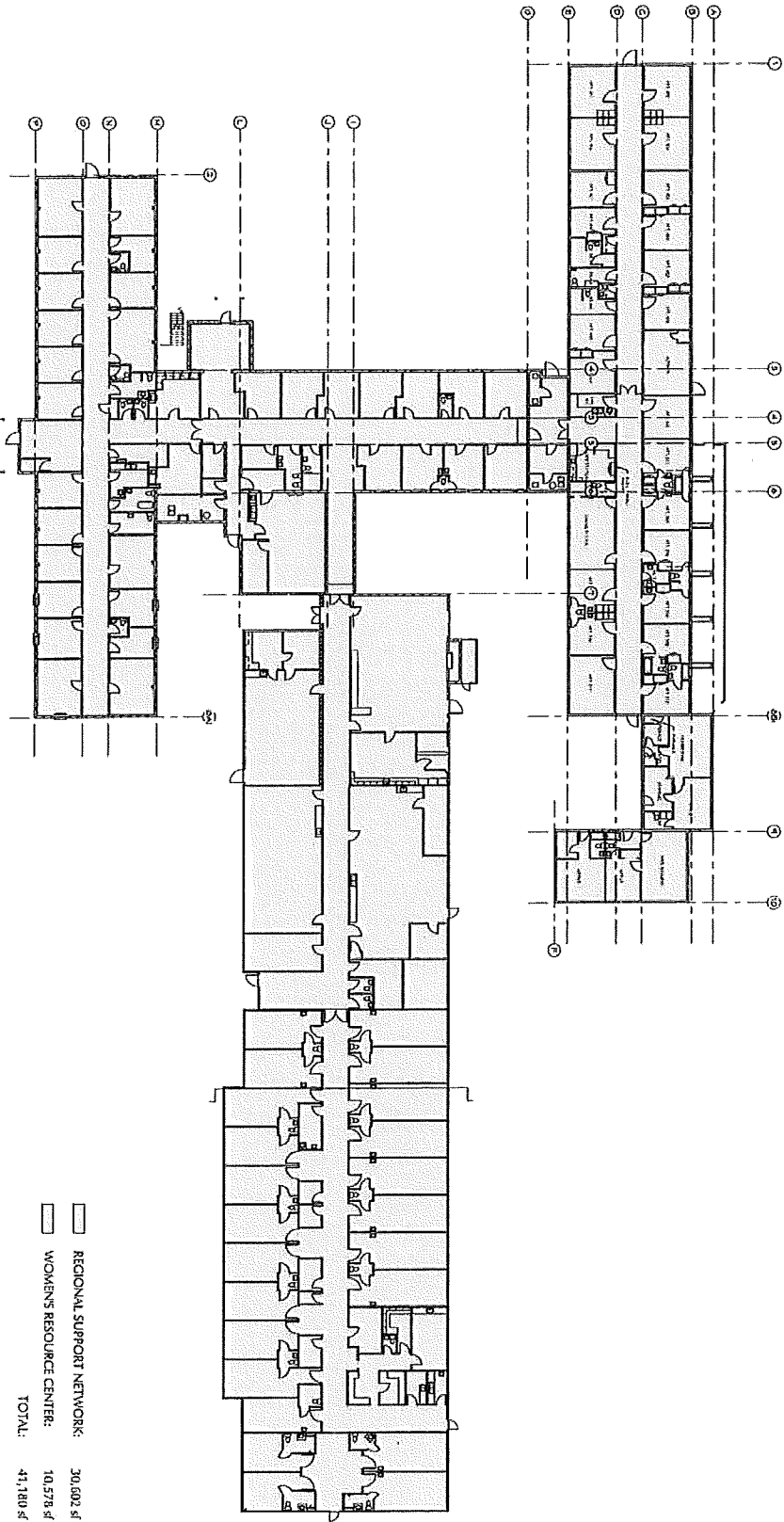


14159
 PROJ. NO.
 DATE: 2015-04-02
 FILE:
 2017-0-23 CIV. BA. EXHIBIT

CITY OF WENATCHEE
 BOUNDARY LINE ADJUSTMENT
 EXHIBIT A-2 PROPOSED
 CITY OF WENATCHEE WASHINGTON

Northwest
GODIMENSIONS
 TURNING YOUR IDEAS INTO
 REALITY THROUGH
 INNOVATION INTEGRITY
 AND PERSONAL SERVICE

PROJECT IDENTIFICATION DRAWING
SCALE: 1/8" = 1'-0"



NO.	DATE	DESCRIPTION
1	02/23/17	ISSUED FOR PERMIT
2	03/15/17	REVISION: CORRECTED ROOM SCHEDULES
3	04/10/17	REVISION: CORRECTED ROOM SCHEDULES
4	05/05/17	REVISION: CORRECTED ROOM SCHEDULES
5	06/02/17	REVISION: CORRECTED ROOM SCHEDULES
6	07/07/17	REVISION: CORRECTED ROOM SCHEDULES
7	08/01/17	REVISION: CORRECTED ROOM SCHEDULES
8	09/01/17	REVISION: CORRECTED ROOM SCHEDULES
9	10/01/17	REVISION: CORRECTED ROOM SCHEDULES
10	11/01/17	REVISION: CORRECTED ROOM SCHEDULES
11	12/01/17	REVISION: CORRECTED ROOM SCHEDULES
12	01/01/18	REVISION: CORRECTED ROOM SCHEDULES
13	02/01/18	REVISION: CORRECTED ROOM SCHEDULES
14	03/01/18	REVISION: CORRECTED ROOM SCHEDULES
15	04/01/18	REVISION: CORRECTED ROOM SCHEDULES
16	05/01/18	REVISION: CORRECTED ROOM SCHEDULES
17	06/01/18	REVISION: CORRECTED ROOM SCHEDULES
18	07/01/18	REVISION: CORRECTED ROOM SCHEDULES
19	08/01/18	REVISION: CORRECTED ROOM SCHEDULES
20	09/01/18	REVISION: CORRECTED ROOM SCHEDULES
21	10/01/18	REVISION: CORRECTED ROOM SCHEDULES
22	11/01/18	REVISION: CORRECTED ROOM SCHEDULES
23	12/01/18	REVISION: CORRECTED ROOM SCHEDULES
24	01/01/19	REVISION: CORRECTED ROOM SCHEDULES
25	02/01/19	REVISION: CORRECTED ROOM SCHEDULES
26	03/01/19	REVISION: CORRECTED ROOM SCHEDULES
27	04/01/19	REVISION: CORRECTED ROOM SCHEDULES
28	05/01/19	REVISION: CORRECTED ROOM SCHEDULES
29	06/01/19	REVISION: CORRECTED ROOM SCHEDULES
30	07/01/19	REVISION: CORRECTED ROOM SCHEDULES
31	08/01/19	REVISION: CORRECTED ROOM SCHEDULES
32	09/01/19	REVISION: CORRECTED ROOM SCHEDULES
33	10/01/19	REVISION: CORRECTED ROOM SCHEDULES
34	11/01/19	REVISION: CORRECTED ROOM SCHEDULES
35	12/01/19	REVISION: CORRECTED ROOM SCHEDULES
36	01/01/20	REVISION: CORRECTED ROOM SCHEDULES
37	02/01/20	REVISION: CORRECTED ROOM SCHEDULES
38	03/01/20	REVISION: CORRECTED ROOM SCHEDULES
39	04/01/20	REVISION: CORRECTED ROOM SCHEDULES
40	05/01/20	REVISION: CORRECTED ROOM SCHEDULES
41	06/01/20	REVISION: CORRECTED ROOM SCHEDULES
42	07/01/20	REVISION: CORRECTED ROOM SCHEDULES
43	08/01/20	REVISION: CORRECTED ROOM SCHEDULES
44	09/01/20	REVISION: CORRECTED ROOM SCHEDULES
45	10/01/20	REVISION: CORRECTED ROOM SCHEDULES
46	11/01/20	REVISION: CORRECTED ROOM SCHEDULES
47	12/01/20	REVISION: CORRECTED ROOM SCHEDULES
48	01/01/21	REVISION: CORRECTED ROOM SCHEDULES
49	02/01/21	REVISION: CORRECTED ROOM SCHEDULES
50	03/01/21	REVISION: CORRECTED ROOM SCHEDULES
51	04/01/21	REVISION: CORRECTED ROOM SCHEDULES
52	05/01/21	REVISION: CORRECTED ROOM SCHEDULES
53	06/01/21	REVISION: CORRECTED ROOM SCHEDULES
54	07/01/21	REVISION: CORRECTED ROOM SCHEDULES
55	08/01/21	REVISION: CORRECTED ROOM SCHEDULES
56	09/01/21	REVISION: CORRECTED ROOM SCHEDULES
57	10/01/21	REVISION: CORRECTED ROOM SCHEDULES
58	11/01/21	REVISION: CORRECTED ROOM SCHEDULES
59	12/01/21	REVISION: CORRECTED ROOM SCHEDULES
60	01/01/22	REVISION: CORRECTED ROOM SCHEDULES
61	02/01/22	REVISION: CORRECTED ROOM SCHEDULES
62	03/01/22	REVISION: CORRECTED ROOM SCHEDULES
63	04/01/22	REVISION: CORRECTED ROOM SCHEDULES
64	05/01/22	REVISION: CORRECTED ROOM SCHEDULES
65	06/01/22	REVISION: CORRECTED ROOM SCHEDULES
66	07/01/22	REVISION: CORRECTED ROOM SCHEDULES
67	08/01/22	REVISION: CORRECTED ROOM SCHEDULES
68	09/01/22	REVISION: CORRECTED ROOM SCHEDULES
69	10/01/22	REVISION: CORRECTED ROOM SCHEDULES
70	11/01/22	REVISION: CORRECTED ROOM SCHEDULES
71	12/01/22	REVISION: CORRECTED ROOM SCHEDULES
72	01/01/23	REVISION: CORRECTED ROOM SCHEDULES
73	02/01/23	REVISION: CORRECTED ROOM SCHEDULES
74	03/01/23	REVISION: CORRECTED ROOM SCHEDULES
75	04/01/23	REVISION: CORRECTED ROOM SCHEDULES
76	05/01/23	REVISION: CORRECTED ROOM SCHEDULES
77	06/01/23	REVISION: CORRECTED ROOM SCHEDULES
78	07/01/23	REVISION: CORRECTED ROOM SCHEDULES
79	08/01/23	REVISION: CORRECTED ROOM SCHEDULES
80	09/01/23	REVISION: CORRECTED ROOM SCHEDULES
81	10/01/23	REVISION: CORRECTED ROOM SCHEDULES
82	11/01/23	REVISION: CORRECTED ROOM SCHEDULES
83	12/01/23	REVISION: CORRECTED ROOM SCHEDULES
84	01/01/24	REVISION: CORRECTED ROOM SCHEDULES
85	02/01/24	REVISION: CORRECTED ROOM SCHEDULES
86	03/01/24	REVISION: CORRECTED ROOM SCHEDULES
87	04/01/24	REVISION: CORRECTED ROOM SCHEDULES
88	05/01/24	REVISION: CORRECTED ROOM SCHEDULES
89	06/01/24	REVISION: CORRECTED ROOM SCHEDULES
90	07/01/24	REVISION: CORRECTED ROOM SCHEDULES
91	08/01/24	REVISION: CORRECTED ROOM SCHEDULES
92	09/01/24	REVISION: CORRECTED ROOM SCHEDULES
93	10/01/24	REVISION: CORRECTED ROOM SCHEDULES
94	11/01/24	REVISION: CORRECTED ROOM SCHEDULES
95	12/01/24	REVISION: CORRECTED ROOM SCHEDULES
96	01/01/25	REVISION: CORRECTED ROOM SCHEDULES
97	02/01/25	REVISION: CORRECTED ROOM SCHEDULES
98	03/01/25	REVISION: CORRECTED ROOM SCHEDULES
99	04/01/25	REVISION: CORRECTED ROOM SCHEDULES
100	05/01/25	REVISION: CORRECTED ROOM SCHEDULES

FORTE
ARCHITECTS
3000 Mountain Ave. 1000
PO Box 1000
Wenatchee, WA 98801
www.fortearchitects.com

PARKSIDE PLACE
WENATCHEE, WA

FORTE ARCHITECTS
1229 PM & 23
1229 PM & 23
1229 PM & 23

A2.1

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director

SUBJECT: Termination and Release of Lease

DATE: February 20, 2017

Action Requested: Should the City Council authorize the new lease with the BHO for Parkside Place, then the prior lease with Chelan-Douglas Regional Support Network would need to be terminated.

The termination follows and staff recommends the City Council authorize the Mayor's signature on the termination and Release of Lease with the Chelan Douglas Regional Support Network/Douglas County for Parkside Place.

Return Address:
Steve D. Smith
Johnson, Gaukroger, Smith & Marchant, P.S.
139 South Worthen Street, Suite 200
Wenatchee, WA 98801

TERMINATION AND RELEASE OF LEASE

Reference numbers of related documents: N/A

Grantors:

1. CITY OF WENATCHEE

Grantees:

1. CHELAN-DOUGLAS REGIONAL SUPPORT NETWORK

Legal Description:

1. Portion of Miller's 2nd, Leaver's Corrected Plat, and the NE quarter of the NE quarter of the NE quarter of Section 15, Township 22 North, Range 20, E.W.M., Chelan County, Washington
2. Additional legal description is on page 3 of document

Assessor's Property Tax Parcel Number(s): 22 20 15 110 050; 22 20 15 700 125

I. PARTIES

1.1 Grantor. City of Wenatchee, a municipal corporation of the State of Washington.

1.2 Grantee. Douglas County, a political subdivision of the State of Washington, for the benefit of the Chelan-Douglas Regional Support Network, a department of Douglas County.

II. PRIOR INSTRUMENT

2.1 Lease. That certain lease between the Grantor and the Grantee signed by the City of Wenatchee on September 23, 2010, and Douglas County on October 3, 2010. Said Lease was not recorded.

III. LEASED PREMISES

3.1 Leased Premises. Suite A consisting of 30,602 square feet, and associated common areas and parking, of the Parkside Place building located at 1230 Monitor Street, Wenatchee, Chelan County, Washington, and situated on a portion of the following described premises:

See Exhibit "A" attached hereto and incorporated herein by this reference.

IV. TERMINATION AND RELEASE OF LEASE

For and in consideration of clearing title to Grantor's real property, the parties agree as follows:

4.1 Termination and Release. Grantor and Grantee hereby mutually terminate the Lease herein described and release the other from any further obligation thereunder effective immediately upon Grantor's execution of a substitute Lease with North Central Washington Behavioral Health.

Dated: _____, 2017.

GRANTOR:
CITY OF WENATCHEE

By _____
FRANK KUNTZ, Mayor

Dated: _____, 2017.

GRANTEE:
DOUGLAS COUNTY, WASHINGTON
BOARD OF COUNTY COMMISSIONERS

By _____
Chair

By _____
Vice-Chair

By _____
Commissioner

TERMINATION AND RELEASE OF LEASE

Exhibit "A"

**EXISTING PARCEL A: Ref.
AFN 2313784 22-20-15-110-050**

That portion of the South half of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 15, Township 22 North, Range 20, E.W.M., Chelan County, Washington, described as follows: Beginning at a point on the South line of Miller's Second Addition to Wenatchee, according to the plat thereof, recorded in Volume 4 of Plats, Page 104, 423.14 feet West of the East line of said subdivision, said point being the Westerly right of way of Monitor Street as conveyed to the City of Wenatchee by deed recorded August 26, 1954, under Auditor's No. 487635; thence Southeasterly along said Westerly right of way to a point on the North line of Taplett Addition to Wenatchee, according to the recorded plat thereof, being 375.0 feet West of the East line of said subdivision; thence West on the Northline of said Taplett Addition to the Southeast corner of Leaver's Addition, according to the recorded plat thereof; thence Northerly along the East line of said Leaver's Addition, 331.81 feet to the South line of said Miller's Second Addition to Wenatchee; thence East on the South line of said Miller's Second Addition to Wenatchee to the True Point of Beginning.

**Parcel B: Ref. AFN
2313784 22-20-15-
110-050**

Lots 1 and 2, Block 3, Corrected Plat of Leaver's Addition to Wenatchee, Chelan County, Washington, according to the plat thereof, recorded in Volume 8 of Plats, Page 32, EXCEPT that portion of said Lot 2 conveyed to the City of Wenatchee for road purposes by deed recorded July 17, 1958, under Auditor's No. 538013.

**Parcel C: Ref. AFN
2313784 22-20-15-
110-050**

The East 74 feet of the West 161 feet of the South 24 feet of Block 3, Miller's Second Addition to Wenatchee, Chelan County, Washington, according to the plat thereof, recorded in Volume 4 of Plats, Page 104.

**EXISTING PARCEL D: Ref.
AFN 2313784 22-20-15-700-
125**

Block 3, Miller's Second Addition to Wenatchee, according to me plat thereof, recorded In Volume 4 of Plats, Page 104, Chelan County, Washington, EXCEPT the East 74 feet of the West 161 feet of the South 24 feet therefrom.

COUNCIL AGENDA REPORT

TO: Frank Kuntz, Mayor
City Council Members

FROM: Allison Williams, Executive Services Director; Matt Leonard, Public Works
Director

SUBJECT: Lease Amendment No. 3 with the Women's Resource Center for Parkside
Place

DATE: February 20, 2017

Action Requested: Should the City Council authorize the new lease with the BHO for Parkside Place, then the management provisions change for the common area maintenance. This lease amendment reflects that change.

The lease amendment follows and staff recommends the City Council authorize the Mayor's signature on Lease Amendment No. 3 with the Women's Resource Center of North Central Washington for Parkside Place.

LEASE AMENDMENT NO. 3

I. PARTIES

1.1 Landlord. City of Wenatchee, a municipal corporation of the State of Washington.

1.2 Tenant. Women's Resource Center of North Central Washington, a non-profit corporation of the State of Washington.

II. PRIOR INSTRUMENTS

2.1 Lease. That certain Lease signed by Landlord on December 9, 2010, and by Tenant on December 21, 2010, recorded at Auditor's File No. 2392510, on November 6, 2013.

2.2 Amendment No. 1. That certain Lease Amendment No. 1 signed by Landlord on August 22, 2011 and by Tenant on August 23, 2011, recorded at Auditor's File No. 2392511, on November 6, 2013.

2.3 Amendment No. 2. That certain Lease Amendment No. 2 signed by Landlord on October 24, 2013, and by Tenant on November 4, 2013, recorded at Auditor's File No. 2392512, on November 6, 2013.

III. LEASED PREMISES

3.1 Description of Leased Premises. Suite B consisting of 10,578 square feet, and associated common area and parking located on a portion of the real property located at 1207 Cashmere Street, Wenatchee, Chelan County, Washington.

IV. AMENDMENTS TO LEASE

4.1 Amendments.

a. Exhibit "A" referenced in Section 1 of the Lease shall be amended as set forth on Exhibit "A" attached hereto.

b. The parties agree to amend Section 10(c) of the Lease, regarding management of maintenance and repairs, so it reads in its entirety as follows:

“Management of Maintenance, Repairs and Common Areas. All maintenance and repairs of the common areas, building and premises shall be managed by Landlord. Landlord shall bill the costs of such repairs and maintenance, including the Landlord’s overhead costs for managing same, to Tenant and other Tenants of Landlord in their proportionate share, subject to Section 10(d).

V. FULL FORCE AND EFFECT

All other terms and conditions, covenants, and amendments to the above-described Lease, unless specifically amended herein, shall remain unmodified and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Lease Amendment No. 3 on the day and year noted below.

LANDLORD:
CITY OF WENATCHEE:

By _____
FRANK J. KUNTZ, Mayor

Dated: _____

TENANT:
WOMEN’S RESOURCE CENTER
OF NORTH CENTRAL WASHINGTON

By _____
LAUREL TURNER, Director

Dated: _____

STATE OF WASHINGTON)
) ss.
County of Chelan)

I certify that I know or have satisfactory evidence that Frank Kuntz is the person who appeared before me and said person acknowledged that he signed this instrument, on oath stated that he is authorized to execute the instrument and acknowledged it as the Mayor of City of Wenatchee to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

DATED this ____ day of _____, 2017.

(signature)

(printed or typed name)

NOTARY PUBLIC, State of Washington

My Commission Expires _____

EXHIBIT "A"

PARCEL A:

That portion of the South half of the Northeast quarter of the Northeast quarter of the Northeast quarter of Section 15, Township 22 North, Range 20, E.W.M., Chelan County, Washington, described as follows: Beginning at a point on the South line of Miller's Second Addition to Wenatchee, according to the plat thereof, recorded in Volume 4 of Plats, Page 104, 423.14 feet West of the East line of said subdivision, said point being the Westerly right of way of Monitor Street as conveyed to the City of Wenatchee by deed recorded August 26, 1954, under Auditor's No. 487635; thence Southeasterly along said Westerly right of way to a point on the North line of Taplett Addition to Wenatchee, according to the recorded plat thereof, being 375.0 feet West of the East line of said subdivision; thence West on the North line of said Taplett Addition to the Southeast corner of Leaver's Addition, according to the recorded plat thereof; thence Northerly along the East line of said Leaver's Addition, 331.81 feet to the South line of said Miller's Second Addition to Wenatchee; thence East on the South line of said Miller's Second Addition to Wenatchee to the True Point of Beginning.

ALSO TOGETHER with the East 74 feet of the West 161 feet of the South 24 feet of Block 3, Miller's Second Addition to Wenatchee, Chelan County, Washington, according to the plat thereof, recorded in Volume 4 of Plats, Page 104.

ALSO TOGETHER with Block 3, Miller's Second Addition to Wenatchee, according to the plat thereof, recorded in Volume 4 of Plats, Page 104, Chelan County, Washington,

EXCEPT the North 109.42 feet of Block 3, Miller's Second Addition to Wenatchee, according to the plat thereof, recorded in Volume 4 of Plats, Page 104, Chelan County, Washington.

PARCEL B

Lots 1 and 2, Block 3, Corrected Plat of Leaver's Addition to Wenatchee, Chelan County, Washington, according to the plat thereof, recorded in Volume 8 of Plats, Page 32, EXCEPT that portion of said Lot 2 conveyed to the City of Wenatchee for road purposes by deed recorded July 17, 1958, under Auditor's No. 538013.